

LETTER OF ENGAGEMENT

This Agreement, made this 1st day of July 2018 between Sun Street Centers, a non-profit drug treatment and all its relevant locations, are hereinafter referred to as "Center," with primary offices located at 11 Peach Drive Salinas Ca, and Edgar Castellanos M.D., hereinafter referred to as "Independent Contractor" or "Director," collectively referred to as the "Parties." (For list of relevant locations see item X.)

RECITALS

Director is engaged in providing expert Medical Director services in Monterey County. Director represents that he has complied with all Federal, State, and local laws regarding professional licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out said services and the Scope of Work in this Agreement.

Director is or remains open to the conduct of similar tasks or activities for entities other than the Center and holds himself out to the public to be a separate service provider. Director enters this Agreement as an independent contractor. Director shall not consider Center as his employer nor be entitled to any benefits accorded employees including without limitation, workers compensation, disability insurance, vacation or sick pay.

Center desires to engage and contract for the services of the Director to perform certain tasks as set forth below. Director desires to enter into this Agreement and perform as an independent contractor for the Center and is willing to do so on the terms and conditions set forth below.

I. SCOPE OF WORK

Director agrees to oversee and provide professional services to clients participating in Outpatient and Residential recovery services; work with the Clinical Director or the Director of Recovery Services to approve client health surveys and discharge reviews; oversee and approve medical client treatment plans; provide peer-to-peer (Doctor-to-Doctor) reviews as needed with insurance companies; maintain current membership/board certification in the American Society of Addiction Medicine at Director's own expense; provide professional liability insurance for Director's direct care of clients from Sun Street Centers at Director's own expense and other duties as mutually agreed upon.

II. TERM

The above references to in this Agreement as the "Scope of Work" shall be for a term commencing July 1, 2018. The parties may meet and agree to extend on mutually agreeable terms and scope of work.

III. ENGAGEMENT OF OTHERS

Director may engage others to assist in performing the tasks under this agreement and the Parties agree that such persons shall be Directors and not employees of the Center.

V. REPORTS

Director shall be responsible for providing regular reports to the CEO and Deputy Director of the Center, but Director will not be required to follow or establish a regular or daily work schedule except that he shall oversee on site counselor during normal business hours as needed.

VI. COMPENSATION

Director shall be entitled to compensation for performing those tasks and duties related to the Scope of Work at a rate of \$3000 per month. Such compensation shall become due and payable upon receipt of an invoice

VII. TERMINATION

This Agreement shall terminate upon completion of the term unless the term is extended. Either party may terminate this Agreement by giving 30 days written notice to the other party.

VIII. EXPENSES

Director shall be responsible for all expenses incurred in performance of the services. Director agrees to obtain and maintain professional liability insurance and all professional licenses required by the State of California.

IX. INDEMNIFICATION

The Parties shall mutually defend, indemnify, hold the other party harmless from any and all damages expenses or liability resulting from or arising out of, any negligence or misconduct on the other party's part, or from any breach or default of this Agreement which is caused or occasioned by the acts of the other party. Each party shall insure that its employees and affiliates take all actions necessary to comply with the terms and conditions set forth in this Agreement.

X. RELEVANT LOCATION

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SALINAS

11 Peach Drive | Salinas, CA 93901
(831) 753-5140 | Fax (831) 753-5163

Prevention

128 E. Alisal Street | Salinas, CA 93901
(831) 753-5150 | Fax (831) 759-2269

Men's Residential

8 Sun Street | Salinas, CA 93901
(831) 753-5145 | Fax (831) 753-6007

SEASIDE Outpatient

1760 Fremont Blvd. Ste. E-1 | Seaside, CA 93955
(831) 393-9316 | Fax (831) 899-6565

SOLEDAD Outpatient

2167 H. De La Rosa Sr. S. | Soledad, CA 93960
(831) 385-0100 | Fax (831) 385-4355

PUEBLO DEL MAR Outpatient

3043 MacArthur Drive | Marina CA, 93933
(831) 582-9461 | Fax (831) 582-9476

HOLLISTER Women's Residential

335 6th Street | Hollister CA, 95023
(831) 265-7317 | Fax (831) 265-7641

KING CITY

Residential
637 Broadway Street | King City, 93930
(951) 743-8385

Outpatient


641 Broadway Street | King City, 93930

(951) 743-8385
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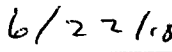
GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, and construed under, the laws of the State of California, jurisdiction and venue for all purposes shall be in the County of Monterey, State of California.

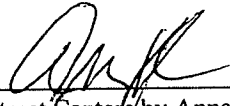
Executed this 1st day of July, 2018 at Salinas, California.



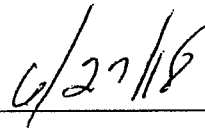
Edgar Castellanos M.D.



Date



Sun Street Centers by Anna Foglia/CEO



Date

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1005 Code of Conduct

POLICY

This code is intended to serve as a guide to the conduct of employees, Volunteers, members of the Board of Directors, and members of Advisory Boards of Sun Street Centers. It is established to support the provision of high-quality services to program participants and the community. Each person is expected to view his or her responsibilities in as inclusive a context as each situation demands and within which ethical judgment is required. The course of action is expected to be consistent with the spirit as well as the letter of this code.

The following is required and failure to observe or comply will not be tolerated by Sun Street Centers. This list is illustrative only, and is not intended to be all inclusive.

PURPOSE

To maintain the highest integrity of SSC, its staff, volunteers, and advisory Board Directors.

SCOPE

This policy applies to all employees, contractors and volunteers including Board of Directors.

PROCEDURE

This policy will be signed by each employee and volunteer at the time of hire along with a witness, supervisor or human resource manager.

The signed copy will be placed in the employee's personnel file, and a copy will be given to the employee or volunteer.

- "Person" means an employee, volunteer, member of the Board of Directors, or a member of an Advisory Board of SSC.
- "Program Participant" means an individual who is receiving services from or participating in any program that SSC operates.

All persons:

1. Will adhere to the rules of confidentiality of records, materials and information concerning program participants and alumni. Information will not be given to any person without prior written authority of the program participant. (See Section 1007, Confidentiality)
2. Will not exploit any program participant for personal gain or advantage. Examples include, but are not limited to:
 - a. Lending or borrowing money, automobiles and/or other valuables;
 - b. Accepting expensive or substantial gifts; and/or
 - c. Buying personal property from program participants.
3. Will not become personally or sexually involved with program participants, for a period of not less than two years after a participant has concluded services.

(1005 continued)

- 11. Will maintain a supportive relationship with and provide services to all persons regardless of race, color, religion, sex, sexual orientation, age, national origin, or disability.
- 12. Retaliation of any kind suspected for reports of Code Conduct violations will not be tolerated. Reporters are required to communicate to their supervisor or Human Resources any suspected retaliation.
- 13. Sun Street Centers encourages all employees to immediately report any suspicion of Code of Conduct violation, so that these complaints can be quickly and fairly resolved within a thirty day period.

Failure to adhere to the Code of Conduct may result in disciplinary measures up to and including termination of employment.


Employee Signature

7/31/15
Date


Witness