



**AMENDMENT NO. 5  
TO  
CONTRACT NO. MA-042-19010252  
FOR  
RECOVERY RESIDENCE SERVICES**

This Amendment ("Amendment No. 5") to Contract No. MA-042-19010252 for Recovery Residence Services is made and entered into on July 1, 2022 ("Effective Date") between The Villa Center, Inc. ("Contractor"), with a place of business at 910 North French Street, Santa Ana, California 92701, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

**RECITALS**

WHEREAS, the Parties executed Contract No. MA-042-19010252 for Recovery Residence Services, effective July 1, 2018 through June 30, 2021, in an aggregate amount not to exceed \$2,400,000, renewable for two additional one-year periods ("Contract"); and

WHEREAS, the Parties executed Amendment No. 1, effective May 1, 2020, to increase the Period Two Aggregate Maximum Obligation and the Period Three Aggregate Maximum Obligation by \$400,000 each, for a revised cumulative aggregate amount not to exceed \$3,200,000; and

WHEREAS, the Parties executed Amendment No. 2, effective June 1, 2020, to exercise the 10% cost contingency to increase the Period Two Aggregate Maximum Obligation by \$80,000, for a revised cumulative aggregate amount not to exceed \$3,280,000, and to amend various provisions of the Contract; and

WHEREAS, the Parties executed Amendment No. 3, effective July 1, 2021, to amend various provisions of the Contract and Exhibit A and to renew the Contract for one year, effective July 1, 2021 through June 30, 2022, in an amount not to exceed \$1,500,000, for a revised cumulative aggregate amount not to exceed \$4,780,000; and

WHEREAS, the Parties executed Amendment No. 4, effective November 1, 2021, to amend Exhibit A to increase the bed day rate set forth in the Contract; and

WHEREAS, the Parties now desire to enter into this Amendment No. 5 to amend various provisions of the Contract and Exhibit A and to renew the Contract for one year for County to continue receiving and Contractor to continue providing the services set forth in the Contract.

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract is renewed for a term of one (1) year, effective July 1, 2022 through June 30, 2023, in an aggregate amount not to exceed \$1,500,000 for this renewal term, for a revised cumulative aggregate amount not to exceed \$6,280,000; on the amended terms and conditions.

- Page 4, Referenced Contract Provisions, Master Agreement Term provision and Aggregate Maximum Obligation provision, of the Contract are deleted in their entirety and replaced with the following:

**“Master Agreement Term: July 1, 2018 through June 30, 2023**

Period One means the period from July 1, 2018 through June 30, 2019  
 Period Two means the period from July 1, 2019 through June 30, 2020  
 Period Three means the period from July 1, 2020 through June 30, 2021  
 Period Four means the period from July 1, 2021 through June 30, 2022  
 Period Five means the period from July 1, 2022 through June 30, 2023

**Aggregate Maximum Obligation:**

Period One Aggregate Maximum Obligation: \$800,000  
 Period Two Aggregate Maximum Obligation: 1,280,000  
 Period Three Aggregate Maximum Obligation: 1,200,000  
 Period Four Aggregate Maximum Obligation: 1,500,000  
 Period Five Aggregate Maximum Obligation: 1,500,000  
 TOTAL AGGREGATE MAXIMUM OBLIGATION: \$6,280,000”

- The following table is updated within the Referenced Contract Provisions:

“CFDA#	FAIN#	Program/ Service Title	Federal Funding Agency	Federal Award Date	Amount	R&D Award (Y/N)
93.959	T110062-20	SABG	Substance Abuse and Mental Health Services Administration (SAMHSA)	7/1/2021 TO 6/30/2024	\$19,276,499 annually	N”

- Paragraph IV. Compliance, subparagraph B. (but not including subparagraphs B.1 through B.7), of the Contract is deleted in its entirety and replaced with the following:

“B. SANCTION SCREENING – CONTRACTOR must screen all Covered Individuals employed or retained to provide services related to this Agreement to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. Screening must be conducted against the Social Security Administration’s Death Master File at the date of employment. Screening must be conducted monthly against the General Services Administration's Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List, and/or any other list or system as identified by ADMINISTRATOR.”

- Paragraph VI. Cost Report, subparagraph A. (but not including subparagraphs A.1 through A.3), of the Contract is deleted in its entirety and replaced with the following:

“A. CONTRACTOR shall submit separate Cost Reports for each Period or for a portion thereof, to COUNTY no later than forty-five (45) days following termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.”

6. Paragraph XIII. Licenses and Laws of the Contract is deleted in its entirety and replaced with the following:

**“XIII. LICENSES AND LAWS”**

A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws, regulations and requirements of the United States, the State of California, COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

1. CONTRACTOR certifies it is in full compliance with all applicable federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds for termination of the Agreement.

C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and requirements shall include, but not be limited to, the following:

1. ARRA of 2009.
2. Trafficking Victims Protection Act of 2000.
3. CCC §§56 through 56.37, Confidentiality of Medical Information.
4. CCC §§1798.80 through 1798.84, Customer Records.
5. CCC §1798.85, Confidentiality of Social Security Numbers.
6. CCR, Title 9, Rehabilitative and Developmental Services, Division 4; and Title 22 Social Security.
7. HSC, Divisions 10.5 Alcohol and Drug Programs and 10.6. Drug and Alcohol Abuse Master Plans.
8. HSC, §§11839 through 11839.22, Narcotic Treatment Programs.
9. HSC, §11876, Narcotic Treatment Programs.
10. HSC, §§123110 through 123149.5, Patient Access to Health Records.
11. Code of Federal Regulations, Title 42, Public Health.
12. 2 CFR 230, Cost Principles for Nonprofit Organizations.
13. 2 CFR 376, Nonprocurement, Debarment and Suspension.

14. 41 CFR 50, Public Contracts and Property Management.
15. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
16. 42 CFR 54, Charitable choice regulations applicable to states receiving substance abuse prevention and treatment block grants and/or projects for assistance in transition from homelessness grants.
17. 45 CFR 93, New Restrictions on Lobbying.
18. 45 CFR 96.127, Requirements regarding Tuberculosis.
19. 45 CFR 96.132, Additional Agreements.
20. 45 CFR 96.135, Restrictions on Expenditure of Grant.
21. 45 CFR 160, General Administrative Requirements.
22. 45 CFR 162, Administrative Requirements.
23. 45 CFR 164, Security and Privacy.
24. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
25. 8 USC §1324 et seq., Immigration Reform and Control Act of 1986.
26. 31 USC §1352, Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions.
27. 42 USC §§285n through 285o, National Institute on Alcohol Abuse and Alcoholism; National Institute on Drug Abuse.
28. 42 USC §§290aa through 290kk-3, Substance Abuse and Mental Health Services Administration.
29. 42 USC §290dd-2, Confidentiality of Records.
30. 42 USC §1320(a), Uniform reporting systems for health services facilities and organizations.
31. 42 USC §§1320d through 1320d-9, Administrative Simplification.
32. 42 USC §12101 et seq., The Americans with Disabilities Act of 1990 as amended.
33. 42 USC §6101 et seq., Age Discrimination Act of 1975.
34. 42 USC §2000d, Civil Rights Act of 1964.
35. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
36. U.S. Department of Health and Human Services, National Institutes of Health (NIH), Grants Policy Statement (10/13).
37. Fact Sheet Early and Periodic Screening, Diagnosis and Treatment (EPSDT) for Co-Occurring Disorders, Mental Health Services Oversight and Accountability Commission, 1/17/08.
38. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide Manual.
39. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug Program Certification Standards, March 2004.
40. CCR Title 22, §§70751(c), 71551(c), 73543(a), 74731(d), 75055(a), 75343(a), and 77143(a).
41. State of California, Department of Health Care Services ASRS Manual.
42. State of California, Department of Health Care Services DPFS Manual.
43. HSC §123145.
44. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).
45. 5 USC §7321 – §7326, Political Activities (Hatch Act)."

7. Paragraph XV. Maximum Obligation, subparagraph A. of the Contract is deleted in its entirety and replaced with the following:

“A. The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all agreements for Recovery Residence Services during each Period are as specified in the Referenced Contract Provisions of this Agreement. This specific Agreement with CONTRACTOR is only one of several agreements to which this Aggregate Maximum Obligation applies. It therefore is understood by the parties that reimbursement to CONTRACTOR will be only a fraction of these Aggregate Maximum Obligations.”

8. Paragraph XIX. Notification of Death, subparagraph D. is added to the Contract as follows:

“D. All death reports must be verified by the coroner’s office. The information should include date of the death as well as the cause of death.”

9. Exhibit A, Section VI. Services, subparagraph D.4., of the Contract is deleted in its entirety and replaced with the following:

“4. HOUSE RULES – CONTRACTOR shall establish house rules for standards of conduct for Residents that shall include mandatory participation in a recovery service such as a COUNTY-approved outpatient treatment program and/or the Day Reporting Center (DRC). Said house rules shall be enforced by CONTRACTOR’s house manager and/or director, other paid staff, intern(s) or volunteer(s), as designated by CONTRACTOR’s house manager and/or director.”

10. Exhibit A, Section VI. Services, subparagraph D.10., of the Contract is deleted in its entirety and replaced with the following:

“10. ALCOHOL AND/OR DRUG SCREENING – CONTRACTOR shall perform random drug and/or alcohol testing on Resident(s) suspected of using substances or at minimum of one (1) time per-month. Testing supplies shall be provided by CONTRACTOR. In the event that a Resident receives a drug screening test result indicating any substance use, CONTRACTOR shall formulate and implement a plan of corrective action, which may include discharge, and shall be documented in the Resident’s record, and shall notify Probation and COUNTY of said test result indicating any substance use within one (1) business day. CONTRACTOR shall:

- a. Establish procedures that protect against the falsification and/or contamination of any body specimen sample collected for drug screening.
- b. Ensure all urine specimen collection is observed by sex congruent staff.
- c. Document results of the drug screening in the Resident's record.”

11. Exhibit A, Section VI. Services, subparagraph D.19., of the Contract is deleted in its entirety and replaced with the following:

“19. OPIOID OVERDOSE EMERGENCY TREATMENT – CONTRACTOR shall have available at each program site at minimum two (2) Naloxone doses for the treatment of known or suspected opioid overdose. A House manager and residents shall be trained in administering the Naloxone. Naloxone is not a substitute for emergency medical care. CONTRACTOR shall always seek emergency medical assistance in the event of a suspected, potentially life-threatening opioid emergency.”

12. Exhibit A, Section VII. Staffing, subparagraphs C.1.e. and f., of the Contract are deleted in their entirety.


This Amendment No. 5 modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 5 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 5 prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 5 remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 5. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

**Contractor: The Villa Center, Inc.**

Lorraine Martinez	Exec Director
_____ Print Name	_____ Title
	3/17/2022
_____ Signature	_____ Date
_____ Print Name	_____ Title
_____ Signature	_____ Date

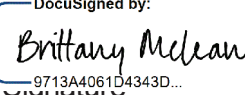
**County of Orange**, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

_____ Print Name	_____ Title
_____ Signature	_____ Date

**APPROVED AS TO FORM**

Office of the County Counsel  
Orange County, California

Brittany McLean	Deputy County Counsel
_____ Print Name	_____ Title
	3/17/2022
_____ Signature	_____ Date