

1 CONTRACT FOR PROVISION OF  
 2 RECOVERY RESIDENCE SERVICES  
 3 BETWEEN  
 4 COUNTY OF ORANGE  
 5 AND  
 6 THE VILLA CENTER, INC.  
 7 JULY 1, 2023 THROUGH JUNE 30, 2026

8  
 9 THIS CONTRACT entered into this 1<sup>st</sup> day of July 2023 (effective date), is by and between the  
 10 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and The Villa Center,  
 11 Inc., a California nonprofit corporation, (CONTRACTOR). COUNTY and CONTRACTOR may  
 12 sometimes be referred to herein individually as “Party” or collectively as “Parties.” This Contract shall be  
 13 administered by the Director of the COUNTY’s Health Care Agency or an authorized designee  
 14 (“ADMINISTRATOR”).

15  
 16 **W I T N E S S E T H :**

17  
 18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Recovery  
 19 Residence Services described herein to the residents of Orange County; and

20 WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and  
 21 conditions hereinafter set forth:

22 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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**TABLE OF CONTENTS**

<u>PARAGRAPH</u>	<u>PAGE</u>
Title Page.....	1
Table of Contents.....	2
Referenced Contract Provisions.....	4
I. Acronyms.....	6
II. Alteration of Terms.....	8
III. Assignment of Debts.....	8
IV. Compliance.....	8
V. Confidentiality.....	12
VI. Conflict of Interest.....	13
VII. Cost Report.....	13
VIII. Debarment and Suspension Certification.....	15
IX. Delegation, Assignment and Subcontracts.....	16
X. Dispute Resolution.....	18
XI. Employee Eligibility Verification.....	18
XII. Equipment.....	19
XIII. Facilities, Payments and Services.....	20
XIV. Indemnification and Insurance.....	20
XV. Inspections and Audits.....	24
XVI. Licenses and Laws.....	25
XVII. Literature, Advertisements and Social Media.....	27
XVIII. Amount Not To Exceed.....	28
XIX. Minimum Wage Laws.....	28
XX. Nondiscrimination.....	28
XXI. Notices.....	31
XXII. Notification of Death.....	31
XXIII. Notification of Public Events and Meetings.....	32
XXIV. Records Management and Maintenance.....	32
XXV. Research and Publication.....	34
XXVI. Severability.....	34
XXVII. Special Provisions.....	34
XXVIII. Status of Contractor.....	36
XXIX. Term.....	36
XXX. Termination.....	36
XXXI. Third Party Beneficiary.....	38
XXXII. Waiver of Default or Breach.....	38

1	XXXIII. Signature Page.....	39
2		
3	<b><u>TABLE OF CONTENTS</u></b>	
4	<b><u>EXHIBIT A</u></b>	
5	I. Common Terms and Definitions.....	1
6	II. Payments.....	2
7	III. Performance Outcomes.....	3
8	IV. Records.....	3
9	V. Reports .....	4
10	VI. Services .....	5
11	VII. Staffing.....	10
12		
13	<b><u>EXHIBIT B</u></b>	
14	I. Business Associate Contract.....	1
15		
16	<b><u>EXHIBIT C</u></b>	
17	I. Personal Information Privacy and Security Contract.....	1
18		
19	<b><u>EXHIBIT D</u></b>	
20	I. Good Neighbor Policy .....	1
21		
22	//	
23	//	
24	//	
25	//	
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**REFERENCED CONTRACT PROVISIONS**

**Master Agreement Term:** July 1, 2023 through June 30, 2026

**Contractor Term:**

Period One July 1, 2023 through June 30, 2024

Period Two July 1, 2024 through June 30, 2025

Period Three July 1, 2025 through June 30, 2026

**Aggregate Amount Not To Exceed:**

Period One Aggregate Amount Not To Exceed: \$2,100,000

Period Two Aggregate Amount Not To Exceed: \$2,100,000

Period Three Aggregate Amount Not To Exceed: \$2,100,000

TOTAL AGGREGATE AMOUNT NOT TO EXCEED: \$6,300,000

**Basis for Reimbursement:** Fee-for-Service

**Payment Method:** Monthly in Arrears

**CONTRACTOR UEI Number:** R9ZPKUMG7NA9

**CONTRACTOR TAX ID Number:** 95-2312323

<u>CFDA#</u>	<u>UEI#</u>	<u>Program/ Service Title</u>	<u>Federal Funding Agency</u>	<u>Federal Award Date</u>	<u>Federal Award Indirect Rate</u>	<u>Amount</u>	<u>R&amp;D Award (Y/N)</u>
93-959	VE2ZZY1ZHN19	SABG – Substance Abuse Block Grant	SAMHSA	08/11/2022	24.22%	\$19,306,499	N

**Notices to COUNTY and CONTRACTOR:**

COUNTY: County of Orange  
Health Care Agency  
Contract Services  
405 West 5th Street, Suite 600  
Santa Ana, CA 92701-4637

1 CONTRACTOR: Attention: Lorraine Martinez, Executive Director  
2 The Villa Center, Inc.  
3 910 N. French St.  
4 Santa Ana, CA 92701  
5 Email: [lorraine@thevillacenter.com](mailto:lorraine@thevillacenter.com)

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## I. ACRONYMS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Contract:

1		
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4	A. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
5	B. AIDS	Acquired Immune Deficiency Syndrome
6	C. ARRA	American Recovery and Reinvestment Act of 2009
7	D. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
8	E. ASI	Addiction Severity Index
9	F. ASRS	Alcohol and Drug Programs Reporting System
10	G. BHS	Behavioral Health Services
11	H. CalOMS	California Outcomes Measurement System
12	I. CalWORKs	California Work Opportunity and Responsibility for Kids
13	J. CAP	Corrective Action Plan
14	K. CCC	California Civil Code
15	L. CCR	California Code of Regulations
16	M. CESI	Client Evaluation of Self at Intake
17	N. CEST	Client Evaluation of Self and Treatment
18	O. CFDA	Catalog of Federal Domestic Assistance
19	P. CFR	Code of Federal Regulations
20	Q. CHPP	COUNTY HIPAA Policies and Procedures
21	R. CHS	Correctional Health Services
22	S. COI	Certificate of Insurance
23	T. CPA	Certified Public Accountant
24	U. CSW	Clinical Social Worker
25	V. DHCS	California Department of Health Care Services
26	W. D/MC	Drug/Medi-Cal
27	X. DPFS	Drug Program Fiscal Systems
28	Y. DRS	Designated Record Set
29	Z. EEOC	Equal Employment Opportunity Commission
30	AA. EHR	Electronic Health Records
31	AB. EOC	Equal Opportunity Clause
32	AC. ePHI	Electronic Protected Health Information
33	AD. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
34	AE. FFS	Fee For Service
35	AF. FSP	Full Service Partnership
36	AG. FTE	Full Time Equivalent
37	AH. GAAP	Generally Accepted Accounting Principles

1	AI. HCA	County of Orange Health Care Agency
2	AJ. HHS	Federal Health and Human Services Agency
3	AK. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
4		Law 104-191
5	AL. HITECH	Health Information Technology for Economic and Clinical Health
6		Act, Public Law 111-005
7	AM. HIV	Human Immunodeficiency Virus
8	AN. HSC	California Health and Safety Code
9	AO. IRIS	Integrated Records and Information System
10	AP. ITC	Indigent Trauma Care
11	AQ. LCSW	Licensed Clinical Social Worker
12	AR. MAT	Medication Assisted Treatment
13	AS. MFT	Marriage and Family Therapist
14	AT. MH	Mental Health
15	AU. MHP	Mental Health Plan
16	AV. MHS	Mental Health Specialist
17	AW. MHSA	Mental Health Services Act
18	AX. MSN	Medical Safety Net
19	AY. NIH	National Institutes of Health
20	AZ. NPI	National Provider Identifier
21	BA. NPPES	National Plan and Provider Enumeration System
22	BB. OCR	Federal Office for Civil Rights
23	BC. OIG	Federal Office of Inspector General
24	BD. OMB	Federal Office of Management and Budget
25	BE. OPM	Federal Office of Personnel Management
26	BF. P&P	Policy and Procedure
27	BG. PA DSS	Payment Application Data Security Standard
28	BH. PATH	Projects for Assistance in Transition from Homelessness
29	BI. PC	California Penal Code
30	BJ. PCI DSS	Payment Card Industry Data Security Standards
31	BK. PCS	Post-Release Community Supervision
32	BL. PHI	Protected Health Information
33	BM. PII	Personally Identifiable Information
34	BN. PRA	California Public Records Act
35	BO. PSC	Professional Services Contract System
36	BP. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
37	BQ. SIR	Self-Insured Retention

1	BR. SMA	Statewide Maximum Allowable (rate)
2	BS. SOW	Scope of Work
3	BT. SUD	Substance Use Disorder
4	BU. UMDAP	Uniform Method of Determining Ability to Pay
5	BV. UOS	Units of Service
6	BW. USC	United States Code
7	BX. WIC	Women, Infants and Children

8

9

## **II. ALTERATION OF TERMS**

10 A. This Contract, together with Exhibits A, B, C and D attached hereto and incorporated herein, fully  
11 expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject  
12 matter of this Contract.

13 B. Unless otherwise expressly stated in this Contract, no addition to, or alteration of the terms of this  
14 Contract or any Exhibits, whether written or verbal, made by the Parties, their officers, employees or  
15 agents shall be valid unless made in the form of a written amendment to this Contract, which has been  
16 formally approved and executed by both Parties.

17

18

## **III. ASSIGNMENT OF DEBTS**

19 Unless this Contract is followed without interruption by another Contract between the Parties hereto  
20 for the same services and substantially the same scope, at the termination of this Contract,  
21 CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of persons  
22 receiving services pursuant to this Contract. CONTRACTOR shall immediately notify by mail each of  
23 the respective Parties, specifying the date of assignment, the County of Orange as assignee, and the  
24 address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of  
25 said persons, shall be immediately given to COUNTY.

26

27

## **IV. COMPLIANCE**

28 A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for  
29 the purpose of ensuring adherence to all rules and regulations related to federal and state health care  
30 programs.

31 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and  
32 procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and access to  
33 General Compliance and Annual Provider Trainings.

34 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own  
35 compliance program, code of conduct and any compliance related policies and procedures.  
36 CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall be  
37 verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements



1 by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to this Contract.

2 These elements include:

- 3 a. Designation of a Compliance Officer and/or compliance staff.
- 4 b. Written standards, policies and/or procedures.
- 5 c. Compliance related training and/or education program and proof of completion.
- 6 d. Communication methods for reporting concerns to the Compliance Officer.
- 7 e. Methodology for conducting internal monitoring and auditing.
- 8 f. Methodology for detecting and correcting offenses.
- 9 g. Methodology/Procedure for enforcing disciplinary standards.

10 3. If CONTRACTOR does not provide proof of its own compliance program to  
11 ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance  
12 Program and Code of Conduct, CONTRACTOR shall submit to ADMINISTRATOR within thirty (30)  
13 calendar days of execution of this Contract a signed acknowledgement that CONTRACTOR shall comply  
14 with ADMINISTRATOR's Compliance Program and Code of Conduct. CONTRACTOR shall have as  
15 many Covered Individuals it determines necessary complete ADMINISTRATOR's annual compliance  
16 training to ensure proper compliance.

17 4. If CONTRACTOR elects to have its own compliance program, code of conduct and any  
18 Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR  
19 shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures  
20 to ADMINISTRATOR within thirty (30) calendar days of execution of this Contract.  
21 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable  
22 time, which shall not exceed forty-five (45) calendar days, and determine if CONTRACTOR's proposed  
23 compliance program and code of conduct contain all required elements to ADMINISTRATOR's  
24 satisfaction as consistent with the HCA's Compliance Program and Code of Conduct.  
25 ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and  
26 CONTRACTOR shall revise its compliance program and code of conduct to meet ADMINISTRATOR's  
27 required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's  
28 determination and resubmit the same for review by ADMINISTRATOR.

29 5. Upon written confirmation from ADMINISTRATOR's compliance officer that  
30 CONTRACTOR's compliance program, code of conduct and any compliance related policies and  
31 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals relative  
32 to this Contract are made aware of CONTRACTOR's compliance program, code of conduct, related policies  
33 and procedures and contact information for ADMINISTRATOR's Compliance Program.

34 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or  
35 retained to provide services related to this Contract monthly to ensure that they are not designated as  
36 Ineligible Persons, as pursuant to this Contract. Screening shall be conducted against the General Services  
37 Administration's Excluded Parties List System or System for Award Management, the Health and Human

1 Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal  
2 Suspended and Ineligible Provider List, the Social Security Administration's Death Master File at date of  
3 employment, and/or any other list or system as identified by ADMINISTRATOR.

4 1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees,  
5 interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items  
6 or services or who perform billing or coding functions on behalf of ADMINISTRATOR.  
7 CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made aware of  
8 ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or  
9 CONTRACTOR's own compliance program, code of conduct and related policies and procedures if  
10 CONTRACTOR has elected to use its own).

11 2. An Ineligible Person shall be any individual or entity who:  
12 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal  
13 and state health care programs; or  
14 b. has been convicted of a criminal offense related to the provision of health care items or  
15 services and has not been reinstated in the federal and state health care programs after a period of  
16 exclusion, suspension, debarment, or ineligibility.

17 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.  
18 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this  
19 Contract.

20 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors monthly to  
21 ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its  
22 subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of  
23 California health programs and have not been excluded or debarred from participation in any federal or  
24 state health care programs, and to further represent to CONTRACTOR that they do not have any Ineligible  
25 Person in their employ or under contract.

26 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any  
27 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.  
28 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services  
29 directly relative to this Contract becomes debarred, excluded or otherwise becomes an Ineligible Person.

30 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal  
31 and state funded health care services by contract with COUNTY in the event that they are currently  
32 sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If  
33 CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,  
34 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY  
35 business operations related to this Contract.

36 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or  
37 entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.

1 Such individual or entity shall be immediately removed from participating in any activity associated with  
2 this Contract. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to  
3 CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall promptly  
4 return any overpayments within forty-five (45) business days after the overpayment is verified by  
5 ADMINISTRATOR.

6 C. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance  
7 Training available to Covered Individuals.

8 1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR's  
9 Compliance Program shall use its best efforts to encourage completion by all Covered Individuals;  
10 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated  
11 representative to complete the General Compliance Training when offered.

12 2. Such training will be made available to Covered Individuals within thirty (30) calendar days  
13 of employment or engagement.

14 3. Such training will be made available to each Covered Individual annually.

15 4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide  
16 copies of training certification upon request.

17 5. Each Covered Individual attending a group training shall certify, in writing, attendance at  
18 compliance training. ADMINISTRATOR shall provide instruction on group training completion while  
19 CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR,  
20 CONTRACTOR shall provide copies of the certifications.

21 D. SPECIALIZED PROVIDER TRAINING – ADMINISTRATOR shall make Specialized Provider  
22 Training, where appropriate, available to Covered Individuals.

23 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered  
24 Individuals relative to this Contract. This includes compliance with federal and state healthcare program  
25 regulations and procedures or instructions otherwise communicated by regulatory agencies; including the  
26 Centers for Medicare and Medicaid Services or their agents.

27 2. Such training will be made available to Covered Individuals within thirty (30) calendar days  
28 of employment or engagement.

29 3. Such training will be made available to each Covered Individual annually.

30 4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall  
31 provide copies of the certifications upon request.

32 5. Each Covered Individual attending a group training shall certify, in writing, attendance at  
33 compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group  
34 setting while CONTRACTOR shall retain the certifications. Upon written request by  
35 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

36 E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

37 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care

1 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner  
 2 and are consistent with federal, state and county laws and regulations. This includes compliance with  
 3 federal and state health care program regulations and procedures or instructions otherwise communicated  
 4 by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

5 2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims for  
 6 payment or reimbursement of any kind.

7 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also  
 8 fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which  
 9 accurately describes the services provided and must ensure compliance with all billing and documentation  
 10 requirements.

11 4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in  
 12 coding of claims and billing, if and when, any such problems or errors are identified.

13 5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business  
 14 days after the overpayment is verified by ADMINISTRATOR.

15 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and  
 16 participate in the quality improvement activities developed in the implementation of the Quality  
 17 Management Program.

18 7. CONTRACTOR shall comply with the provisions of ADMINISTRATOR's Cultural  
 19 Competency Plan submitted and approved by the State. ADMINISTRATOR shall update the Cultural  
 20 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,  
 21 §1810.410.subds.(c)-(d).

22 F. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a  
 23 breach of the Contract on the part of CONTRACTOR and grounds for COUNTY to terminate the  
 24 Contract. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty  
 25 (30) calendar days from the date of the written notice of default to cure any defaults grounded on this  
 26 Compliance Paragraph prior to ADMINISTRATOR's right to terminate this Contract on the basis of such  
 27 default.

## 28 **V. CONFIDENTIALITY**

29  
 30 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio  
 31 and/or video recordings, in accordance with all applicable federal, state and county codes and regulations,  
 32 including 42 USC §290dd-2 (Confidentiality of Records), as they now exist or may hereafter be amended  
 33 or changed.

34 B. Prior to providing any services pursuant to this Contract, all members of the Board of Directors  
 35 or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of  
 36 CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and  
 37 all information and records which may be obtained in the course of providing such services. This Contract

1 shall specify that it is effective irrespective of all subsequent resignations or terminations of  
2 CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees,  
3 consultants, subcontractors, volunteers and interns.

4 C. CONTRACTOR shall have in effect a system to protect patient records from inappropriate  
5 disclosure in connection with activity funded under this Contract. This system shall include provisions  
6 for employee education on the confidentiality requirements, and the fact that disciplinary action may occur  
7 upon inappropriate disclosure. CONTRACTOR agrees to implement administrative, physical, and  
8 technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and  
9 availability of all confidential information that it creates, receives, maintains or transmits.  
10 CONTRACTOR shall provide ADMINISTRATOR with information concerning such safeguards.

11 D. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to  
12 CONTRACTOR, or its subcontractors or agents in violation of the applicable state and federal regulations  
13 regarding confidentiality.

14 E. CONTRACTOR shall monitor compliance with the above provisions on confidentiality and  
15 security, and shall include them in all subcontracts.

16 F. CONTRACTOR shall notify ADMINISTRATOR within twenty-four (24) hours during a work  
17 week, of any suspected or actual breach of its computer system.

## 18 **VI. CONFLICT OF INTEREST**

19  
20 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that  
21 could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall  
22 apply to CONTRACTOR's employees, agents, and subcontractors associated with the provision of goods  
23 and services provided under this Contract. CONTRACTOR's efforts shall include, but not be limited to,  
24 establishing rules and procedures preventing its employees, agents, and subcontractors from providing or  
25 offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence  
26 or appear to influence COUNTY staff or elected officers in the performance of their duties.

## 27 **VII. COST REPORT**

28  
29 A. CONTRACTOR shall submit separate Cost Reports for each Period, or for a portion thereof, to  
30 COUNTY no later than forty-five (45) calendar days following the period for which they are prepared or  
31 termination of this Contract. CONTRACTOR shall prepare the Cost Report in accordance with all  
32 applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this  
33 Contract. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers,  
34 services, and funding sources in accordance with such requirements and consistent with prudent business  
35 practice, which costs and allocations shall be supported by source documentation maintained by  
36 CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

37 1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time

1 period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the  
2 following:

3 a. CONTRACTOR may be assessed a late penalty of five-hundred dollars (\$500) for each  
4 business day after the above specified due date that the accurate and complete Cost Report is not  
5 submitted. Imposition of the late penalty shall be at the sole discretion of ADMINISTRATOR. The late  
6 penalty shall be assessed separately on each outstanding Cost Report due COUNTY by CONTRACTOR.

7 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR  
8 pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the  
9 accurate and complete Cost Report is delivered to ADMINISTRATOR.

10 2. CONTRACTOR may request, in advance and in writing, an extension of the due  
11 date of the Cost Report setting forth good cause for justification of the request. Approval of such requests  
12 shall be at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied. In no case  
13 shall extensions be granted for more than seven (7) calendar days

14 3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report  
15 within one hundred and eighty (180) calendar days following the termination of this Contract, and  
16 CONTRACTOR has not entered into a subsequent or new agreement for any other services with  
17 COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Contract shall  
18 be immediately reimbursed to COUNTY.

19 B. The individual and/or consolidated Cost Report prepared for each period shall be the final  
20 financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis  
21 for final settlement to CONTRACTOR for that period. CONTRACTOR shall document that costs are  
22 reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The  
23 Cost Report shall be the final financial record for subsequent audits, if any.

24 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less  
25 applicable revenues and any late penalty, not to exceed COUNTY's Total Aggregate Amount Not To  
26 Exceed as set forth in the Referenced Contract Provisions of this Contract. CONTRACTOR shall not  
27 claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and  
28 COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR,  
29 which is subsequently determined to have been for an unreimbursable expenditure or service, shall be  
30 repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30)  
31 calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed  
32 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

33 D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to  
34 this Contract, less applicable revenues and late penalty, are lower than the aggregate of interim monthly  
35 payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such  
36 reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the  
37 Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days after

1 submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any amount  
2 owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

3 E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to  
4 this Contract, less applicable revenues and late penalty, are higher than the aggregate of interim monthly  
5 payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided such  
6 payment does not exceed the Amount Not To Exceed of COUNTY.

7 F. All Cost Reports shall contain the following attestation, which may be typed directly on or  
8 attached to the Cost Report:

9  
10 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and  
11 supporting documentation prepared by \_\_\_\_\_ for the cost report period  
12 beginning \_\_\_\_\_ and ending \_\_\_\_\_ and that, to the best of my knowledge  
13 and belief, costs reimbursed through this Contract are reasonable and allowable and  
14 directly or indirectly related to the services provided and that this Cost Report is a true,  
15 correct, and complete statement from the books and records of (provider name) in  
16 accordance with applicable instructions, except as noted. I also hereby certify that I  
17 have the authority to execute the accompanying Cost Report.

18  
19 Signed \_\_\_\_\_  
20 Name \_\_\_\_\_  
21 Title \_\_\_\_\_  
22 Date \_\_\_\_\_"

23  
24 **VIII. DEBARMENT AND SUSPENSION CERTIFICATION**

25 A. CONTRACTOR certifies that it and its principals:

26 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or  
27 voluntarily excluded by any federal department or agency.

28 2. Have not within a three-year period preceding this Contract been convicted of or had a civil  
29 judgment rendered against them for commission of fraud or a criminal offense in connection with  
30 obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract  
31 under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement,  
32 theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen  
33 property.

34 3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state,  
35 or local governmental entity with commission of any of the offenses enumerated in Subparagraph A.2.  
36 above.

37 4. Have not within a three-year period preceding this Contract had one or more public

1 transactions (federal, state, or local) terminated for cause or default.

2 5. Shall not knowingly enter into any lower tier covered transaction with a person who is  
3 proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred, suspended,  
4 declared ineligible, or voluntarily excluded from participation in such transaction unless authorized by the  
5 State of California.

6 6. Shall include without modification, the clause titled "Certification Regarding Debarment,  
7 Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction," (i.e., transactions  
8 with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in  
9 accordance with 2 CFR Part 376.

10 B. The terms and definitions of this paragraph have the meanings set out in the Definitions and  
11 Coverage sections of the rules implementing 51 F.R. 6370.

### 12 **IX. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

13 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without  
14 prior written consent of COUNTY. CONTRACTOR shall provide written notification of  
15 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to  
16 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.  
17 Any attempted assignment or delegation in derogation of this paragraph shall be void.

18 B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's  
19 business prior to completion of this Contract, and COUNTY agrees to an assignment of the Contract, the  
20 new owners shall be required under the terms of sale or other instruments of transfer to assume  
21 CONTRACTOR's duties and obligations contained in this Contract and complete them to the satisfaction  
22 of COUNTY.

23 C. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior  
24 written consent of COUNTY.

25 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to  
26 any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of  
27 the composition of the Board of Directors within a two (2) month period of time, shall be deemed an  
28 assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community  
29 clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal  
30 Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

31 2. If CONTRACTOR is a for-profit organization, any change in the business structure,  
32 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of  
33 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a  
34 change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR  
35 at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or  
36 delegation in derogation of this subparagraph shall be void.  
37



1 3. If CONTRACTOR is a governmental organization, any change to another structure,  
2 including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board  
3 of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an  
4 assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this  
5 subparagraph shall be void.

6 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,  
7 CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations  
8 hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to  
9 the effective date of the assignment.

10 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,  
11 CONTRACTOR shall provide written notification within thirty (30) calendar days to  
12 ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any  
13 governing body of CONTRACTOR at one time.

14 6. COUNTY reserves the right to immediately terminate the Contract in the event COUNTY  
15 determines, in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to  
16 COUNTY for the provision of services under the Contract.

17 D. CONTRACTOR's obligations undertaken pursuant to this Contract may be carried out by means  
18 of subcontracts, provided such subcontractors are approved in advance by ADMINISTRATOR, meet the  
19 requirements of this Contract as they relate to the service or activity under subcontract, include any  
20 provisions that ADMINISTRATOR may require, and are authorized in writing by ADMINISTRATOR  
21 prior to the beginning of service delivery.

22 1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the  
23 subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor  
24 subsequently fails to meet the requirements of this Contract or any provisions that ADMINISTRATOR  
25 has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.

26 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY  
27 pursuant to this Contract.

28 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts  
29 claimed for subcontracts not approved in accordance with this paragraph.

30 4. This provision shall not be applicable to service agreements usually and customarily entered  
31 into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services  
32 provided by consultants.

33 E. CONTRACTOR shall notify COUNTY in writing of any change in CONTRACTOR's status  
34 with respect to name changes that do not require an assignment of the Contract. CONTRACTOR also  
35 shall notify COUNTY in writing if CONTRACTOR becomes a party to any litigation against COUNTY,  
36 or a party to litigation that may reasonably affect CONTRACTOR's performance under the Contract, as  
37 well as any potential conflicts of interest between CONTRACTOR and COUNTY that may arise prior to

1 or during the period of Contract performance. While CONTRACTOR must provide this information  
2 without prompting from COUNTY any time there is a change in CONTRACTOR's name, conflict of  
3 interest or litigation status, CONTRACTOR must also provide an update to COUNTY of its status in  
4 these areas whenever requested by COUNTY.

## 5 6 **X. DISPUTE RESOLUTION**

7 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the  
8 dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a  
9 reasonable period of time by CONTRACTOR and ADMINISTRATOR, such matter shall be brought to  
10 the attention of the COUNTY Purchasing Agent by way of the following process:

11 1. CONTRACTOR shall submit to the COUNTY Purchasing Agent a written demand for a final  
12 decision regarding the disposition of any dispute between the Parties arising under, related to, or involving  
13 this Contract, unless COUNTY, on its own initiative, has already rendered such a final decision.

14 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if  
15 such demand involves a cost adjustment to the Contract, CONTRACTOR shall include with the demand  
16 a written statement signed by an authorized representative indicating that the demand is made in good  
17 faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects  
18 the Contract adjustment for which CONTRACTOR believes COUNTY is liable.

19 B. Pending the final resolution of any dispute arising under, related to, or involving this Contract,  
20 CONTRACTOR shall proceed diligently with the performance of services secured via this Contract,  
21 including the delivery of goods and/or provision of services. CONTRACTOR's failure to proceed  
22 diligently shall be considered a material breach of this Contract.

23 C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall  
24 be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY does not render a decision  
25 within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final  
26 decision adverse to CONTRACTOR's contentions.

27 D. This Contract has been negotiated and executed in the State of California and shall be governed  
28 by and construed under the laws of the State of California. In the event of any legal action to enforce or  
29 interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in  
30 Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such  
31 court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree  
32 to waive any and all rights to request that an action be transferred for adjudication to another county.  
33

## 34 **XI. EMPLOYEE ELIGIBILITY VERIFICATION**

35 CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations  
36 regarding the employment of aliens and others and to ensure that employees, subcontractors, and  
37 consultants performing work under this Contract meet the citizenship or alien status requirements set forth

1 in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, subcontractors, and  
2 consultants performing work hereunder, all verification and other documentation of employment  
3 eligibility status required by federal or state statutes and regulations including, but not limited to, the  
4 Immigration Reform and Control Act of 1986, 8 USC § 1324 et seq., as they currently exist and as they  
5 may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered  
6 employees, subcontractors, and consultants for the period prescribed by the law.

## 7 8 **XII. EQUIPMENT**

9 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all  
10 property of a Relatively Permanent nature with significant value, purchased in whole or in part by  
11 ADMINISTRATOR to assist in performing the services described in this Contract. “Relatively  
12 Permanent” is defined as having a useful life of one (1) year or longer. Equipment which costs \$5,000 or  
13 over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital  
14 Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and other  
15 taxes, and installation costs, or electronic equipment that costs less than \$600 but may contain PHI or PII,  
16 are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to phones, tablets,  
17 audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment purchased, in  
18 whole or in part, with funds paid pursuant to this Contract shall be depreciated according to GAAP.

19 B. CONTRACTOR shall obtain ADMINISTRATOR’s written approval prior to purchase of any  
20 Equipment with funds paid pursuant to this Contract. Upon delivery of Equipment, CONTRACTOR shall  
21 forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting  
22 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.  
23 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each purchased  
24 asset in an Equipment inventory.

25 C. Upon ADMINISTRATOR’s prior written approval, CONTRACTOR may expense to COUNTY  
26 the cost of the approved Equipment purchased by CONTRACTOR. To “expense,” in relation to  
27 Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it is purchased.  
28 Title of expensed Equipment shall be vested with COUNTY.

29 D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part with  
30 funds paid through this Contract, including date of purchase, purchase price, serial number, model and  
31 type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall  
32 include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if  
33 any.

34 E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical  
35 inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any  
36 or all Equipment to COUNTY.

37 F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure

1 approved by ADMINISTRATOR and the Notices Paragraph of this Contract. In addition,  
2 CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of  
3 Equipment are moved from one location to another or returned to COUNTY as surplus.

4 G. Unless this Contract is followed without interruption by another agreement between the Parties  
5 for substantially the same type and scope of services, at the termination of this Contract for any cause,  
6 CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this Contract.

7 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the proper  
8 use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

9 I. The total cost of all Equipment purchases shall not exceed \$50,000 annually.

### 10 11 **XIII. FACILITIES, PAYMENTS AND SERVICES**

12 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with  
13 this Contract. COUNTY shall compensate, and authorize, when applicable, said services.  
14 CONTRACTOR shall operate continuously throughout the term of this Contract with at least the  
15 minimum number and type of staff which meet applicable federal and state requirements, and which are  
16 necessary for the provision of the services hereunder.

17 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or supplies  
18 as required, ADMINISTRATOR may, at its sole discretion, reduce the Amount Not To Exceed for the  
19 appropriate Period as well as the Total Amount Not To Exceed. The reduction to the Amount Not to  
20 Exceed for the appropriate Period as well as the Total Amount Not To Exceed shall be in an amount  
21 proportionate to the number of days in which CONTRACTOR was determined to be unable to provide  
22 services, staffing, facilities or supplies.

### 23 24 **XIV. INDEMNIFICATION AND INSURANCE**

25 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,  
26 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special  
27 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board  
28 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,  
29 including but not limited to personal injury or property damage, arising from or related to the services,  
30 products or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is  
31 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the  
32 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and  
33 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request  
34 a jury apportionment.

35 B. Prior to the provision of services under this Contract, CONTRACTOR shall carry all required  
36 insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy  
37 COUNTY that the insurance provisions of this Contract have been complied with. CONTRACTOR shall

1 keep such insurance coverage current and shall provide current Certificates of Insurance and endorsements  
 2 to COUNTY during the entire term of this Contract.

3 C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of  
 4 CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR’s insurance as an  
 5 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for  
 6 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less  
 7 than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the  
 8 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and  
 9 to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance  
 10 must be maintained by CONTRACTOR through the entirety of this Contract for inspection by COUNTY  
 11 representative(s) at any reasonable time.

12 D. All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIRs  
 13 in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by COUNTY’s Risk  
 14 Manager or designee. COUNTY reserves the right to require current audited financial reports from  
 15 CONTRACTOR. If CONTRACTOR is self-insured, CONTRACTOR will indemnify COUNTY for any  
 16 and all claims resulting or arising from CONTRACTOR’s services in accordance with the indemnity  
 17 provision stated in this Contract.

18 E. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this  
 19 Contract, COUNTY may terminate this Contract.

20 F. QUALIFIED INSURER

21 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A-  
 22 (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition  
 23 of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

24 2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, CEO/ Risk Management  
 25 retains the right to approve or reject a carrier after a review of the company's performance and financial  
 26 ratings.

27 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum  
 28 limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
31 Commercial General Liability	\$1,000,000 per occurrence
32	\$2,000,000 aggregate
33	
34 Automobile Liability including coverage	\$1,000,000 combined owned or scheduled, non-owned and hired vehicle single limit each accident
35	
36	
37 Workers Compensation	Statutory

1	Employers Liability Insurance	\$1,000,000 per accident or
2		disease
3		
4	Network Security & Privacy	\$1,000,000 per claims-made
5	Liability	
6	Sexual Misconduct	\$1,000,000 per occurrence

7  
8 H. Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella  
9 policies when required must provide Follow Form coverage.

10 I. REQUIRED COVERAGE FORMS

11 1. The Commercial General Liability coverage shall be written on occurrence basis utilizing  
12 Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least  
13 as broad.

14 2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA  
15 0012, CA 00 20, or a substitute form providing coverage at least as broad.

16 J. REQUIRED ENDORSEMENTS

17 1. The Commercial General Liability policy shall contain the following endorsements, which  
18 shall accompany the Certificate of Insurance:

19 a. An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least  
20 as broad naming the *County of Orange its elected and appointed officials, officers, agents, and*  
21 *employees* as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY***  
22 ***WRITTEN CONTRACT.***

23 b. A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at  
24 least as broad evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance  
25 maintained by COUNTY is excess and non-contributing.

26 2. The Network Security and Privacy Liability policy shall contain the following endorsements  
27 which shall accompany the Certificate of Insurance:

28 a. An Additional Insured endorsement naming the *County of Orange, its elected and*  
29 *appointed officials, officers, agents, and employees* as Additional Insureds for its vicarious liability.

30 b. A primary and non-contributory endorsement evidencing that the Contractor's  
31 insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be  
32 excess and non-contributing.

33 K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving  
34 all rights of subrogation against the *County of Orange, its elected and appointed officials, officers,*  
35 *agents, and employees* or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN***  
36 ***CONTRACT.***

37 L. All insurance policies required by this Contract shall waive all rights of subrogation against the

1 County of Orange, its elected and appointed officials, officers, agents, and employees when acting within  
2 the scope of their appointment or employment.

3 M. CONTRACTOR shall provide thirty (30) calendar days prior written notice to COUNTY of any  
4 policy cancellation or non-renewal and ten (10) calendar days prior written notice where cancellation is  
5 due to non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to  
6 provide written notice of cancellation may constitute a material breach of the Contract, upon which  
7 COUNTY may suspend or terminate this Contract.

8 N. If CONTRACTOR's Sexual Misconduct and/or Network Security & Privacy Liability are  
9 "Claims-Made" policy(ies), CONTRACTOR shall agree to the following:

10 1. The retroactive date must be shown and must be before the date of the Contract or the  
11 beginning of the contract services.

12 2. Insurance must be maintained, and evidence of insurance must be provided for at least three  
13 (3) years after expiration or earlier termination of contract services.

14 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy  
15 form with a retroactive date prior to the effective date of the contract services, CONTRACTOR must  
16 purchase an extended reporting period for a minimum of three (3) years after expiration or earlier  
17 termination of the Contract.

18 O. The Commercial General Liability policy shall contain a severability of interests clause also  
19 known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

20 P. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance  
21 of any of the above insurance types throughout the term of this Contract. Any increase or decrease in  
22 insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect  
23 COUNTY.

24 Q. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If  
25 CONTRACTOR does not provide acceptable Certificates of Insurance and endorsements to COUNTY  
26 incorporating such changes within thirty (30) calendar days of receipt of such notice, this Contract may  
27 be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal  
28 remedies.

29 R. The procuring of such required policy or policies of insurance shall not be construed to limit  
30 CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this  
31 Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

32 S. SUBMISSION OF INSURANCE DOCUMENTS

33 1. The COI and endorsements shall be provided to COUNTY as follows:

34 a. Prior to the start date of this Contract.

35 b. No later than the expiration date for each policy.

36 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding  
37 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.





1 provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement  
 2 appropriate corrective action. A CAP shall be submitted to ADMINISTRATOR in writing within thirty  
 3 (30) calendar days after receiving notice from ADMINISTRATOR.

4 2. If the audit reveals that money is payable from one Party to the other, that is, reimbursement  
 5 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said  
 6 funds shall be due and payable from one Party to the other within sixty (60) calendar days of receipt of  
 7 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement  
 8 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies  
 9 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the  
 10 reimbursement due COUNTY.

11 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare and file with  
 12 ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures as may be  
 13 required during the term of this Contract.

14 E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within fourteen  
 15 (14) calendar days of receipt. Such audit shall include, but not be limited to, management, financial,  
 16 programmatic or any other type of audit of CONTRACTOR's operations, whether or not the cost of such  
 17 operation or audit is reimbursed in whole or in part through this Contract.

## 18 **XVI. LICENSES AND LAWS**

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

### 27 **B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

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

34 C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and  
 35 requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and  
 36 requirements shall include, but not be limited to, the following:  
 37

- 1 1. ARRA of 2009.
- 2 2. Trafficking Victims Protection Act of 2000.
- 3 3. CCC §§56 through 56.37, Confidentiality of Medical Information.
- 4 4. CCC §§1798.80 through 1798.84, Customer Records.
- 5 5. CCC §1798.85, Confidentiality of Social Security Numbers.
- 6 6. CCR, Title 9, Rehabilitative and Developmental Services, Division 4; and Title 22 Social
- 7 Security.
- 8 7. HSC, Divisions 10.5 Alcohol and Drug Programs and 10.6. Drug and Alcohol Abuse Master
- 9 Plans.
- 10 8. HSC, §§11839 through 11839.22, Narcotic Treatment Programs.
- 11 9. HSC, §11876, Narcotic Treatment Programs.
- 12 10. HSC, §§123110 through 123149.5, Patient Access to Health Records.
- 13 11. Code of Federal Regulations, Title 42, Public Health.
- 14 12. 2 CFR 230, Cost Principles for Nonprofit Organizations.
- 15 13. 2 CFR 376, Nonprocurement, Debarment and Suspension.
- 16 14. 41 CFR 50, Public Contracts and Property Management.
- 17 15. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
- 18 16. 42 CFR 54, Charitable choice regulations applicable to states receiving substance abuse
- 19 prevention and treatment block grants and/or projects for assistance in transition from homelessness
- 20 grants.
- 21 17. 45 CFR 93, New Restrictions on Lobbying.
- 22 18. 45 CFR 96.127, Requirements regarding Tuberculosis.
- 23 19. 45 CFR 96.132, Additional Agreements.
- 24 20. 45 CFR 96.135, Restrictions on Expenditure of Grant.
- 25 21. 45 CFR 160, General Administrative Requirements.
- 26 22. 45 CFR 162, Administrative Requirements.
- 27 23. 45 CFR 164, Security and Privacy.
- 28 24. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
- 29 25. 8 USC §1324 et seq., Immigration Reform and Control Act of 1986.
- 30 26. 31 USC §1352, Limitation on Use of Appropriated Funds to Influence Certain Federal
- 31 Contracting and Financial Transactions.
- 32 27. 42 USC §§285n through 285o, National Institute on Alcohol Abuse and Alcoholism; National
- 33 Institute on Drug Abuse.
- 34 28. 42 USC §§290aa through 290kk-3, Substance Abuse and Mental Health Services
- 35 Administration.
- 36 29. 42 USC §290dd-2, Confidentiality of Records.
- 37 30. 42 USC §1320(a), Uniform reporting systems for health services facilities and organizations.

- 1 31. 42 USC §§1320d through 1320d-9, Administrative Simplification.
- 2 32. 42 USC §12101 et seq., The Americans with Disabilities Act of 1990 as amended.
- 3 33. 42 USC §6101 et seq., Age Discrimination Act of 1975.
- 4 34. 42 USC §2000d, Civil Rights Act of 1964.
- 5 35. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform
- 6 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 7 36. U.S. Department of Health and Human Services, National Institutes of Health (NIH), Grants
- 8 Policy Statement (10/13).
- 9 37. Fact Sheet Early and Periodic Screening, Diagnosis and Treatment (EPSDT) for Co-
- 10 Occurring Disorders, Mental Health Services Oversight and Accountability Commission, 1/17/08.
- 11 38. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide
- 12 Manual.
- 13 39. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug
- 14 Program Certification Standards, March 2004.
- 15 40. CCR Title 22, §§70751(c), 71551(c), 73543(a), 74731(d), 75055(a), 75343(a), and 77143(a).
- 16 41. State of California, Department of Health Care Services ASRS Manual.
- 17 42. State of California, Department of Health Care Services DPFS Manual.
- 18 43. HSC §123145.
- 19 44. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).
- 20 45. 5 USC §7321 – §7326, Political Activities (Hatch Act)

## 21 **XVII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

22 A. Any written information or literature, including educational or promotional materials, distributed

23 by CONTRACTOR to any person or organization for purposes directly or indirectly related to this

24 Contract must be approved at least thirty (30) days in advance and in writing by ADMINISTRATOR

25 before distribution. For the purposes of this Contract, distribution of written materials shall include, but

26 not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as

27 the Internet.

28 B. Any advertisement through radio, television broadcast, or the Internet, for educational or

29 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Contract

30 must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

31 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly

32 available social media sites) in support of the services described within this Contract, CONTRACTOR

33 shall develop social media policies and procedures and have them available to ADMINISTRATOR upon

34 reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used

35 to either directly or indirectly support the services described within this Contract. CONTRACTOR shall

36 comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media

37

1 developed in support of the services described within this Contract. CONTRACTOR shall also include  
2 any required funding statement information on social media when required by ADMINISTRATOR.

3 D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by  
4 COUNTY, unless ADMINISTRATOR consents thereto in writing.

5 E. CONTRACTOR shall also clearly explain through these materials that there shall be no unlawful  
6 use of drugs or alcohol associated with the services provided pursuant to this Contract, as specified in  
7 HSC, §11999-11999.3.

### 8 9 **XVIII. AMOUNT NOT TO EXCEED**

10 A. The Total Aggregate Amount Not To Exceed of COUNTY for services provided in accordance  
11 with all agreements for Recovery Residence Services during each Period are as specified in the Referenced  
12 Contract Provisions of this Contract. This specific Contract with CONTRACTOR is only one of several  
13 agreements to which this Total Aggregate Amount Not To Exceed applies. It therefore is understood by  
14 the Parties that reimbursement to CONTRACTOR will be only a fraction of these Aggregate Amounts  
15 Not To Exceed.

16 B. ADMINISTRATOR may amend the Total Aggregate Amount Not To Exceed by an amount not  
17 to exceed ten percent (10%) of the Period One funding for this Contract.

### 18 19 **XIX. MINIMUM WAGE LAWS**

20 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and  
21 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal  
22 or California Minimum Wage to all its Covered Individuals (as defined within the "Compliance"  
23 paragraph of this Contract) that directly or indirectly provide services pursuant to this Contract, in any  
24 manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals providing  
25 services pursuant to this Contract be paid no less than the greater of the federal or California Minimum  
26 Wage.

27 B. CONTRACTOR shall comply and verify that its Covered Individuals comply with all other  
28 federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor  
29 standards pursuant to providing services pursuant to this Contract.

30 C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,  
31 where applicable, shall comply with the prevailing wage and related requirements, as provided for in  
32 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State  
33 of California (§§1770, et seq.), as it now exists or may hereafter be amended.

### 34 35 **XX. NONDISCRIMINATION**

#### 36 **A. EMPLOYMENT**

37 1. During the term of this Contract, CONTRACTOR and its Covered Individuals (as defined in

1 the “Compliance” paragraph of this Contract) shall not unlawfully discriminate against any employee or  
2 applicant for employment because of his/her race, religious creed, color, national origin, ancestry,  
3 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,  
4 gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally,  
5 during the term of this Contract, CONTRACTOR and its Covered Individuals shall require in its  
6 subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for  
7 employment because of his/her race, religious creed, color, national origin, ancestry, physical disability,  
8 mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,  
9 gender expression, age, sexual orientation, or military and veteran status.

10 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or  
11 applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or  
12 recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection  
13 for training, including apprenticeship.

14 3. CONTRACTOR shall not discriminate between employees with spouses and employees with  
15 domestic partners, or discriminate between domestic partners and spouses of those employees, in the  
16 provision of benefits.

17 4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for  
18 employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity  
19 Commission setting forth the provisions of the EOC.

20 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR  
21 and/or subcontractor shall state that all qualified applicants will receive consideration for employment  
22 without regard to race, religious creed, color, national origin, ancestry, physical disability, mental  
23 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender  
24 expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed  
25 fulfilled by use of the term EOE.

26 6. Each labor union or representative of workers with which CONTRACTOR and/or  
27 subcontractor has a collective bargaining agreement or other contract or understanding must post a notice  
28 advising the labor union or workers' representative of the commitments under this Nondiscrimination  
29 Paragraph and shall post copies of the notice in conspicuous places, available to employees and applicants  
30 for employment.

31 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not  
32 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities  
33 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability,  
34 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,  
35 age, sexual orientation, or military and veteran status in accordance with Title IX of the Education  
36 Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964  
37 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6,

1 Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information Nondiscrimination Act of  
2 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated  
3 pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be  
4 hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, discrimination  
5 includes, but is not limited to the following based on one or more of the factors identified above:

- 6 1. Denying a Client or potential Client any service, benefit, or accommodation.
- 7 2. Providing any service or benefit to a Client which is different or is provided in a different  
8 manner or at a different time from that provided to other Clients.
- 9 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by  
10 others receiving any service and/or benefit.
- 11 4. Treating a Client differently from others in satisfying any admission requirement or  
12 condition, or eligibility requirement or condition, which individuals must meet in order to be provided  
13 any service and/or benefit.
- 14 5. Assignment of times or places for the provision of services.

15 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all Clients  
16 through a written statement that CONTRACTOR’s and/or subcontractor’s Clients may file all complaints  
17 alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and  
18 ADMINISTRATOR or the U.S. Department of Health and Human Services’ OCR.

19 1. Whenever possible, problems shall be resolved at the point of service. CONTRACTOR shall  
20 establish an internal problem resolution process for Clients not able to resolve such problems at the point  
21 of service. Clients may initiate a grievance or complaint directly with CONTRACTOR either orally or in  
22 writing.

23 a. COUNTY shall establish a formal resolution and grievance process in the event  
24 grievance is not able to be resolved at point of service.

25 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as  
26 to the findings regarding the alleged complaint and, if not satisfied with the decision, has the right to  
27 request a State Fair Hearing.

28 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply with  
29 the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented  
30 in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et  
31 seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination  
32 against qualified persons with disabilities in all programs or activities, and if applicable, as implemented  
33 in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding  
34 legislation.

35 E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall  
36 intimidate, coerce or take adverse action against any person for the purpose of interfering with rights  
37 secured by federal or state laws, or because such person has filed a complaint, certified, assisted or

1 otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce  
2 rights secured by federal or state law.

3 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state  
4 law, this Contract may be canceled, terminated or suspended in whole or in part and CONTRACTOR or  
5 subcontractor may be declared ineligible for further contracts involving federal, state or COUNTY funds.  
6

## 7 **XXI. NOTICES**

8 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements  
9 authorized or required by this Contract shall be effective:

10 1. When written and deposited in the United States mail, first class postage prepaid and  
11 addressed as specified in the Referenced Contract Provisions of this Contract or as otherwise directed by  
12 ADMINISTRATOR;

13 2. When faxed, transmission confirmed;

14 3. When sent by Email; or

15 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service,  
16 or any other expedited delivery service.

17 B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this  
18 Contract or as otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission  
19 confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service,  
20 or any other expedited delivery service.

21 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of  
22 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such  
23 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage  
24 to any COUNTY property in possession of CONTRACTOR.

25 D. For purposes of this Contract, any notice to be provided by COUNTY may be given by  
26 ADMINISTRATOR.  
27

## 28 **XXII. NOTIFICATION OF DEATH**

29 A. Upon becoming aware of the death of any person served pursuant to this Contract,  
30 CONTRACTOR shall immediately notify ADMINISTRATOR.

31 B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain the  
32 name of the deceased, the date and time of death, the nature and circumstances of the death, and the  
33 name(s) of CONTRACTOR's officers or employees with knowledge of the incident.

34 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by  
35 telephone immediately upon becoming aware of the death due to non-terminal illness of any person served  
36 pursuant to this Contract; notice need only be given during normal business hours.

37 2. WRITTEN NOTIFICATION

1 a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send via  
2 encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware  
3 of the death due to non-terminal illness of any person served pursuant to this Contract.

4 b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written  
5 report hand delivered, faxed, sent via encrypted email, within forty-eight (48) hours of becoming aware  
6 of the death due to terminal illness of any person served pursuant to this Contract.

7 c. When notification via encrypted email is not possible or practical CONTRACTOR may  
8 hand deliver or fax to a known number said notification.

9 C. If there are any questions regarding the cause of death of any person served pursuant to this  
10 Contract who was diagnosed with a terminal illness, or if there are any unusual circumstances related to  
11 the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this  
12 Notification of Death Paragraph.

13 D. All death reports must be verified by the coroner's office. The information should include date  
14 of the death as well as the cause of death.

### 16 **XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

17 A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in whole  
18 or in part by COUNTY, except for those events or meetings that are intended solely to serve Clients or  
19 occur in the normal course of business.

20 B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance of  
21 any applicable public event or meeting. The notification must include the date, time, duration, location  
22 and purpose of the public event or meeting. Any promotional materials or event related flyers must be  
23 approved by ADMINISTRATOR prior to distribution.

### 24 **XXIV. RECORDS MANAGEMENT AND MAINTENANCE**

25 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of  
26 this Contract, prepare, maintain and manage records appropriate to the services provided and in  
27 accordance with this Contract and all applicable requirements.

28 1. CONTRACTOR shall maintain records that are adequate to substantiate the services for  
29 which claims are submitted for reimbursement under this Contract and the charges thereto. Such records  
30 shall include, but not be limited to, individual patient charts and utilization review records.

31 2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN  
32 Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was  
33 rendered, and such additional information as ADMINISTRATOR or DHCS may require.

34 3. CONTRACTOR shall maintain books, records, documents, accounting procedures and  
35 practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature  
36 claimed to have been incurred in the performance of this Contract and in accordance with Medicare  
37



1 principles of reimbursement and GAAP.

2 4. CONTRACTOR shall ensure the maintenance of medical records required by §70747  
3 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical  
4 necessity of the service, and the quality of care provided. Records shall be maintained in accordance with  
5 §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

6 B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards  
7 to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in  
8 violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the extent  
9 practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state  
10 regulations and/or COUNTY policies.

11 C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure  
12 manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and  
13 implement written record management procedures.

14 D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the  
15 termination of the Contract, unless a longer period is required due to legal proceedings such as litigations  
16 and/or settlement of claims.

17 E. CONTRACTOR shall retain all client and/or patient medical records for ten (10) years following  
18 discharge of the participant, client and/or patient.

19 F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,  
20 billings, and revenues available at one (1) location within the limits of the County of Orange. If  
21 CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide  
22 written approval to CONTRACTOR to maintain records in a single location, identified by  
23 CONTRACTOR.

24 G. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out  
25 of, this Contract, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all  
26 information that is requested by the PRA request.

27 H. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients,  
28 participants and/or patients be provided the right to access or receive a copy of their DRS and/or request  
29 addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or  
30 for a covered entity that is:

31 1. The medical records and billing records about individuals maintained by or for a covered  
32 health care provider;

33 2. The enrollment, payment, claims adjudication, and case or medical management record  
34 systems maintained by or for a health plan; or

35 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

36 I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance  
37 with the terms of this Contract and common business practices. If documentation is retained

1 electronically, CONTRACTOR shall, in the event of an audit or site visit:

2 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit  
3 or site visit.

4 2. Provide auditor or other authorized individuals access to documents via a computer terminal.

5 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if  
6 requested.

7 J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and  
8 security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security  
9 of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or  
10 regulation, and copy ADMINISTRATOR on such notifications.

11 K. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or  
12 security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall  
13 pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.

#### 14 **XXV. RESEARCH AND PUBLICATION**

15 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out of,  
16 or developed, as a result of this Contract for the purpose of personal or professional research, or for  
17 publication.  
18

#### 19 **XXVI. SEVERABILITY**

20 If a court of competent jurisdiction declares any provision of this Contract or application thereof to  
21 any person or circumstances to be invalid or if any provision of this Contract contravenes any federal,  
22 state or county statute, ordinance, or regulation, the remaining provisions of this Contract or the  
23 application thereof shall remain valid, and the remaining provisions of this Contract shall remain in full  
24 force and effect, and to that extent the provisions of this Contract are severable.  
25

#### 26 **XXVII. SPECIAL PROVISIONS**

27 A. CONTRACTOR shall not use the funds provided by means of this Contract for the following  
28 purposes:  
29

30 1. Making cash payments to intended recipients of services through this Contract.

31 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications  
32 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use  
33 of appropriated funds to influence certain federal contracting and financial transactions).

34 3. Fundraising.

35 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
36 CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of  
37 Directors or governing body.

1 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body  
2 for expenses or services.

3 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,  
4 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized  
5 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.

6 7. Paying an individual salary or compensation for services at a rate in excess of the current  
7 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule  
8 may be found at [www.opm.gov](http://www.opm.gov).

9 8. Severance pay for separating employees.

10 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building  
11 codes and obtaining all necessary building permits for any associated construction.

12 10. Purchasing or improving land, including constructing or permanently improving any building  
13 or facility, except for tenant improvements.

14 11. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds  
15 (matching).

16 12. Contracting or subcontracting with any entity other than an individual or nonprofit entity.

17 13. Producing any information that promotes responsible use, if the use is unlawful, of drugs or  
18 alcohol.

19 14. Promoting the legalization of any drug or other substance included in Schedule 1 of the  
20 Controlled Substance Act (21 USC 812).

21 15. Distributing or aiding in the distribution of sterile needles or syringes for the hypodermic  
22 injection of any illegal drug.

23 16. Assisting, promoting, or deterring union organizing.

24 17. Providing inpatient hospital services or purchasing major medical equipment.

25 B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR  
26 shall not use the funds provided by means of this Contract for the following purposes:

27 1. Funding travel or training (excluding mileage or parking).

28 2. Making phone calls outside of the local area unless documented to be directly for the purpose  
29 of Client care.

30 3. Payment for grant writing, consultants, certified public accounting, or legal services.

31 4. Purchase of artwork or other items that are for decorative purposes and do not directly  
32 contribute to the quality of services to be provided pursuant to this Contract.

33 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
34 CONTRACTOR's Clients.

35 C. Neither Party shall be responsible for delays or failures in performance resulting from acts beyond  
36 the control of the affected Party. Such acts shall include, but not be limited to, acts of God, fire, flood,  
37 earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight, embargo, public related

1 utility, or governmental statutes or regulations imposed after the fact.

### 2 3 **XXVIII. STATUS OF CONTRACTOR**

4 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be  
5 wholly responsible for the manner in which it performs the services required of it by the terms of this  
6 Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants  
7 employed by CONTRACTOR. This Contract shall not be construed as creating the relationship of  
8 employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of  
9 CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors.  
10 CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants,  
11 volunteers, interns, or subcontractors as they relate to the services to be provided during the course and  
12 scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers, interns, or  
13 subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and shall not be  
14 considered in any manner to be COUNTY's employees.

### 15 16 **XXIX. TERM**

17 A. This specific Contract with CONTRACTOR is only one of several agreements to which the term  
18 of this Contract applies. This specific Contract shall commence as specified in the Referenced Contract  
19 Provisions of this Contract or the execution date, whichever is later. This specific Contract shall terminate  
20 as specified in the Referenced Contract Provisions of this Contract, unless otherwise sooner terminated as  
21 provided in this Contract. CONTRACTOR shall be obligated to perform such duties as would normally  
22 extend beyond this term, including but not limited to, obligations with respect to confidentiality,  
23 indemnification, audits, reporting and accounting.

24 B. Any administrative duty or obligation to be performed pursuant to this Contract on a weekend or  
25 holiday may be performed on the next regular business day.

### 26 27 **XXX. TERMINATION**

28 A. CONTRACTOR shall meet all programmatic and administrative contracted objectives and  
29 requirements as indicated in this Contract. CONTRACTOR shall be subject to the issuance of a CAP for  
30 the failure to perform to the level of contracted objectives, continuing to not meet goals and expectations,  
31 and/or for non-compliance. If CAPs are not completed within timeframe as determined by  
32 ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved and/or the  
33 Contract could be terminated.

34 B. COUNTY may terminate this Contract immediately, upon written notice, on the occurrence of  
35 any of the following events:

- 36 1. The loss by CONTRACTOR of legal capacity.
- 37 2. Cessation of services.

1 3. The delegation or assignment of CONTRACTOR's services, operation or administration to  
2 another entity without the prior written consent of COUNTY.

3 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty  
4 required pursuant to this Contract.

5 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this  
6 Contract.

7 6. The continued incapacity of any physician or licensed person to perform duties required  
8 pursuant to this Contract.

9 7. Unethical conduct or malpractice by any physician or licensed person providing services  
10 pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR  
11 removes such physician or licensed person from serving persons treated or assisted pursuant to this  
12 Contract.

### 13 C. CONTINGENT FUNDING

14 1. Any obligation of COUNTY under this Contract is contingent upon the following:

15 a. The continued availability of federal, state and county funds for reimbursement of  
16 COUNTY's expenditures, and

17 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)  
18 approved by the Board of Supervisors.

19 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,  
20 terminate or renegotiate this Contract upon thirty (30) calendar days' written notice given  
21 CONTRACTOR. If COUNTY elects to renegotiate this Contract due to reduced or terminated funding,  
22 CONTRACTOR shall not be obligated to accept the renegotiated terms.

23 D. In the event this Contract is suspended or terminated prior to the completion of the term as  
24 specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its  
25 sole discretion, reduce the Not To Exceed Amount of this Contract to be consistent with the reduced term  
26 of the Contract.

27 E. In the event this Contract is terminated CONTRACTOR shall do the following:

28 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is  
29 consistent with recognized standards of quality care and prudent business practice.

30 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract  
31 performance during the remaining contract term.

32 3. Until the date of termination, continue to provide the same level of service required by this  
33 Contract.

34 4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR,  
35 upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an  
36 orderly transfer.

37 5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with

1 Client’s best interests.

2 6. If records are to be transferred to COUNTY, pack and label such records in accordance with  
3 directions provided by ADMINISTRATOR.

4 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and  
5 supplies purchased with funds provided by COUNTY.

6 8. To the extent services are terminated, cancel outstanding commitments covering the  
7 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding  
8 commitments which relate to personal services. With respect to these canceled commitments,  
9 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims  
10 arising out of such cancellation of commitment which shall be subject to written approval of  
11 ADMINISTRATOR.

12 9. Provide written notice of termination of services to each Client being served under this  
13 Contract, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of  
14 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendars  
15 day period.

16 F. COUNTY may terminate this Contract, without cause, upon thirty (30) calendar days’ written  
17 notice. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be  
18 exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

19  
20 **XXXI. THIRD PARTY BENEFICIARY**

21 Neither Party hereto intends that this Contract shall create rights hereunder in third parties including,  
22 but not limited to, any subcontractors or any Clients provided services pursuant to this Contract.

23  
24 **XXXII. WAIVER OF DEFAULT OR BREACH**

25 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any  
26 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this  
27 Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default  
28 or any breach by CONTRACTOR shall not be considered a modification of the terms of this Contract.

29 //  
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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Contract, in the County of Orange, State of California.

THE VILLA CENTER, INC.

BY: DocuSigned by: Lorraine Martinez DATED: 3/20/2023

TITLE: Exec Director

COUNTY OF ORANGE

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
PURCHASING AGENT/DESIGNEE

APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

BY: DocuSigned by: Brittany McLean DATED: 3/21/2023  
DEPUTY

If CONTRACTOR is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. If the Contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the Board of Directors has empowered said a uthorized individual to a ct on its behalf by his or her signature alone is required by ADMINISTRATOR.

EXHIBIT A  
 TO CONTRACT FOR PROVISION OF  
 RECOVERY RESIDENCE SERVICES  
 BETWEEN  
 COUNTY OF ORANGE  
 AND  
 THE VILLA CENTER, INC.  
 JULY 1, 2023 THROUGH JUNE 30, 2026

**I. COMMON TERMS AND DEFINITIONS**

A. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Contract.

1. Bed Day means one (1) calendar day during which CONTRACTOR provides Recovery Residence Services as described in Exhibit A of this Contract. A Bed Day will include the day of admission; but not the day of discharge. If admission and discharge occur on the same day, one (1) Bed Day will be charged.

2. Co-Occurring is when a Resident has at least one substance use disorder and one mental health disorder that can be diagnosed independently of the other.

3. Completion means the completion of the residential Recovery Residence program whereby the Resident has successfully completed all goals and objectives within the maximum authorized length of stay authorized by ADMINISTRATOR and documented in the Resident's chart. Completion is not defined as a specific length of time in the recovery residence, rather successful transition into the community.

4. Intake means the initial face-to-face meeting between a Resident and CONTRACTOR staff in which specific information about the Resident is gathered, including the ability to pay and standard admission forms pursuant to the Contract.

5. Linkage means connecting Resident to ancillary services such as outpatient and/or residential treatment and supportive services, which may include self-help groups, social services, rehabilitation services, vocational services, job training services, or other appropriate services

6. MAT Services means the use of Federal Drug Administration-approved medications in combination with behavioral therapies to provide a whole person approach to treating substance use disorders.

7. Recovery Residence means transitional housing services that are provided to Residents at a twenty-four (24)-hour Recovery Residence facility. Services are provided in an alcohol and drug free environment. These services are provided in a non-medical residential setting.

8. Resident means a person sentenced on AB 109 Post-release Community Supervision (PCS) or Mandatory Supervision (MS) with a substance use disorder, or a person who is at risk for becoming



1 sentenced under AB109 and/or for whom a COUNTY approved referral has been completed pursuant to  
2 this Contract.

3 9. Self-Help Meetings means a non-professional, peer participatory meeting formed by people  
4 with a common problem or situation offering mutual support to each other towards a goal or healing or  
5 recovery.

6 10. Substance Use Disorder (SUD) means condition in which the use of one or more substances  
7 leads to a clinically significant impairment or distress per the Diagnostic and Statistical Manual of Mental  
8 Disorders, Fifth Edition (DSM-5)

9 11. Unit of Service means one (1) calendar day during which services are provided to a Resident  
10 pursuant to this Contract. A day in which a Resident is absent for a CONTRACTOR-sanctioned overnight  
11 pass may also be included as a unit of service.

12 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
13 Common Terms and Definitions Paragraph of this Exhibit A to the Contract.

## 14 **II. PAYMENTS**

15 A. BASIS FOR REIMBURSEMENT – As compensation to CONTRACTOR for services provided  
16 pursuant to this Contract, COUNTY shall pay CONTRACTOR monthly in arrears at \$55.00 per bed day  
17 served at CONTRACTOR's facility for all Recovery Residence Services for substance users, provided  
18 however, that the total of all such payments to CONTRACTOR and all other COUNTY contract providers  
19 for all Recovery Residence Services shall not exceed COUNTY's Aggregate Amount Not To Exceed as  
20 set forth in the Referenced Contract Provisions of this Contract; and provided further, that  
21 CONTRACTOR's costs are allowable pursuant to applicable county, federal, and state regulations. All  
22 payments are interim payments only, and subject to final settlement in accordance with the Cost Report  
23 Paragraph of this Contract.

24 B. CONTRACTOR's billings shall be on forms approved or supplied by ADMINISTRATOR and  
25 provide such information as is required by ADMINISTRATOR. Billings are due the tenth (10th) calendar  
26 day of each month, and payments to CONTRACTOR should be released by COUNTY no later than thirty  
27 (30) calendar days after receipt of the correctly completed billing form.

28 C. All billings to COUNTY shall be supported, at CONTRACTOR's facility, by source  
29 documentation including, but not limited to, ledger and journals of service provided. ADMINISTRATOR  
30 may require CONTRACTOR to submit documentation in support of the monthly billing.

31 D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with  
32 any provision of this Contract.

33 E. ADMINISTRATOR may withhold or delay processing of CONTRACTOR's final invoice until  
34 CONTRACTOR submits a correctly completed Cost Report as defined in the Cost Report Paragraph.

35 F. CONTRACTOR shall not claim reimbursement for services provided beyond the expiration  
36 and/or termination of the Contract, except as may otherwise be provided under the Contract.  
37

1 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
2 Payments Paragraph of this Exhibit A to the Contract.

### 3 4 **III. PERFORMANCE OUTCOMES**

5 A. CONTRACTOR shall achieve performance objectives and shall track and report Performance  
6 Outcome Objective statistics in monthly programmatic reports, as appropriate. ADMINISTRATOR  
7 recognizes that alterations may be necessary to meet the performance objectives, and, therefore, revisions  
8 to performance objectives may be implemented by mutual agreement between CONTRACTOR and  
9 ADMINISTRATOR.

10 1. CONTRACTOR shall provide effective sober living program to Residents with identified  
11 alcohol and/or drug problems as measured by Employment and Housing Linkage Rates.

12 a. Employment Rate: Eighty Percent (80%) of all Residents obtaining successful  
13 Completion shall be employed, be enrolled in school, or be participating in regular volunteer activities by  
14 discharge from the Recovery Residence facility. Residents who are enrolled as a full time student, who  
15 are deemed physically or mentally disabled by a certified physician, and who have volunteered for more  
16 than ten (10) hours per week in the community are considered as employed. Employment rate shall be  
17 calculated by the number of Residents who obtained employment (as defined in this subparagraph) at  
18 completion of Recovery Residence Services divided by the number of Residents completing Recovery  
19 Residence Services during the evaluation period.

20 b. Housing Linkage Rate: Eighty Percent (80%) of all Residents shall be linked to stable  
21 housing upon completion of Recovery Residence. Housing Linkage Rate shall be calculated by the  
22 number of Residents transitioning to stable housing upon completion of Recovery Residence Services  
23 divided by the number of Residents completing Recovery Residence Services during the evaluation  
24 period.

25 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
26 Performance Outcomes Paragraph of this Exhibit A to the Contract.

### 27 28 **IV. RECORDS**

29 A. CONTRACTOR shall create and maintain all files pertaining to Recovery Residence Residents  
30 in the following manner:

- 31 1. All files shall be kept in a locked cabinet; and
- 32 2. Access shall be limited to the director and other personnel with a legitimate need for access  
33 who are specified in CONTRACTOR's policies and procedures.

34 B. CONTRACTOR shall ensure the contents of individual Resident files include, but are not limited  
35 to, the following:

- 36 1. A personal information form which contains:
  - 37 a. Personal data for proper identification;

- b. Length of sobriety and prior recovery experience;
  - c. The name(s) of the Resident's current outpatient care option (treatment facility or Day Reporting Center (DRC)); and
  - d. The name of referral source to the facility.
2. The Resident's treatment plan recommendations from referral sources and others. Notations about how the facility can assist the Resident in implementing his/her treatment related court orders and/or treatment plan recommendations.
  3. List of prescribed medication(s) used by the Resident.
  4. A waiver of confidentiality, signed at the time of the Resident's initial intake into the Recovery Residence facility, to permit disclosure of designated information about the Resident to HCA, Treatment Provider, Courts, Orange County Probation Department, (OCPD), Parole Department, Public Defender and/or District Attorney.
  5. Health Care Agency (HCA) referral form for Recovery Residence Services.
  6. Copies of all progress reports and all correspondence written by CONTRACTOR staff regarding the Resident.
  7. Dates and results of all drug and alcohol tests and all forms related to such tests.
  8. Overnight pass information. No overnight pass shall be granted if it would conflict with any existing court order.
  9. Dates of the Resident's entry, and completion or termination from the facility, including the circumstances of his/her discharge.
  10. A copy of the Recovery Residence facility's rules and Resident intake forms, signed and dated by the Resident upon entry into the Recovery Residence facility.

C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Records Paragraph of this Exhibit A to the Contract.

## **V. REPORTS**

A. CONTRACTOR shall submit a monthly programmatic report to ADMINISTRATOR, including information required and on a form approved or provided by ADMINISTRATOR, in conjunction with the billing described in the Payments Paragraph in this Exhibit A. These monthly programmatic reports should be received by ADMINISTRATOR no later than the tenth (10th) calendar day of the month following the report month.

1. Monthly programmatic reports shall include completion, retention, and abstinence rates.
  - a. Completion Rates shall be calculated by using the number of Residents successfully completing the Recovery Residence program divided by the total number of Residents discharged during the evaluation period.

- b. Retention Rates shall be calculated by using the number of Residents currently enrolled in or successfully completing the Recovery Residence program divided by the total number of Residents

1 served during the evaluation period.

2 c. Abstinence Rates shall be calculated by the number of negative drug screenings  
3 performed divided by the total number of drug screenings performed during the evaluation period.

4 2. CONTRACTOR shall include in the monthly programmatic report any problems in  
5 implementing the provisions of the Contract, pertinent facts or interim findings, staff changes, status of  
6 license(s) and/or certification(s), changes in population served, and reasons for any changes. Additionally,  
7 a statement that CONTRACTOR is or is not progressing satisfactorily in achieving all the terms of the  
8 Contract shall be included.

9 B. CONTRACTOR shall make additional reports, as required by ADMINISTRATOR, concerning  
10 CONTRACTOR's activities as they affect the services hereunder. ADMINISTRATOR will be specific  
11 as to the nature of information requested and the time frame the information is needed.

12 C. CONTRACTOR shall enter psychometrics into COUNTY's EHR system as requested by  
13 ADMINISTRATOR. Said psychometrics are for COUNTY's analytical uses only, and shall not be relied  
14 upon by CONTRACTOR to make clinical decisions. CONTRACTOR agrees to hold COUNTY  
15 harmless, and indemnify pursuant to Paragraph XIV., from any claims that arise from non-COUNTY use  
16 of said psychometrics.

17 D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports  
18 Paragraph of this Exhibit A to the Contract.

## 19 **VI. SERVICES**

20  
21 A. FACILITY – CONTRACTOR shall provide Recovery Residence Services described herein at an  
22 Orange County Sheriff Certified Recovery Residence facility. Unless otherwise authorized in writing by  
23 ADMINISTRATOR, CONTRACTOR shall maintain regularly scheduled service hours, seven (7) days a  
24 week, twenty-four (24) hours per day throughout the year. Services shall be provided at the following  
25 locations, or at any other location approved in advance, in writing, by ADMINISTRATOR:

26  
27 916 N. French St., Santa Ana, CA 92701

311 E. Washington St., Santa Ana, CA 92701

28 519 E. Washington St., Santa Ana, CA 92701

29  
30 1. CONTRACTOR's Recovery Residence facility shall be clean, safe, sanitary, and in good  
31 repair at all times and shall include the following:

32 a. An alcohol and drug-free living environment for Residents.

33 b. Safe sleeping quarters, a separate bed for each Resident, closet and dresser space, clean  
34 linen in good repair, including lightweight, warm blankets; top and bottom sheets; pillowcases; mattress  
35 pads; bath towels and wash cloths.

36 c. Bedrooms shall not be overcrowded and meet the definition of a bedroom as contained  
37 in the Uniform Building Code. There should be a minimum of seventy (70) square feet for the first two

1 people and fifty (50) square feet for each additional person in the bedrooms, unless CONTRACTOR  
2 receives prior written approval by ADMINISTRATOR.

3 d. Basic living facilities, including but not limited to, adequate bathing, hand washing and  
4 toilet facilities, lounge area, and dining area with adequate seating.

5 e. Laundry facilities and laundry supplies at no cost to the Resident.

6 f. Toiletry articles appropriate to the health and grooming needs of the Resident.

7 **B. PERSONS TO BE SERVED**

8 1. CONTRACTOR shall serve homeless individuals eighteen (18) years and older with  
9 substance use disorder or Co-Occurring with mental illness, who are on AB109 supervision or at risk of  
10 becoming supervised/sentenced under AB109.

11 2. AB109 screening unit, COUNTY contracted Residential Treatment providers, and other  
12 referral sources as designated by ADMINISTRATOR are responsible for referrals to CONTRACTOR for  
13 Recovery Residence Services under this Contract.

14 3. CONTRACTOR shall admit all persons receiving MAT Services referred by  
15 ADMINISTRATOR. CONTRACTOR must have procedures for Linkage/integration for Residents who  
16 are lawfully prescribed MAT. CONTRACTOR staff must facilitate communication with physicians and  
17 Resident in compliance with 42 CFR part 2 to discuss dosage and side effects and must abstain from  
18 providing medication guidance outside of the advice of an appropriately qualified medical professional.

19 4. CONTRACTOR shall, in accordance with capacity of the facility, admit all persons referred  
20 by ADMINISTRATOR.

21 **C. UNITS OF SERVICE –** CONTRACTOR shall provide, pursuant to the Contract, no more than  
22 four (4) months of Recovery Residence Services, equivalent to a maximum of one hundred twenty (120)  
23 Recovery Residence Units of Service, per Resident within a twelve (12) month period, unless otherwise  
24 authorized in writing by ADMINISTRATOR. ADMINISTRATOR may increase or decrease the  
25 maximum length of stay in writing for specific populations as needed to accommodate the demand for  
26 Recovery Residence services. Residents may be allowed to stay up to an additional thirty (30) calendar  
27 days beyond the maximum allowable length of stay with prior approval from ADMINISTRATOR.

28 **D. SCOPE OF SERVICES –** CONTRACTOR shall provide services within the specifications stated  
29 below, unless otherwise authorized by ADMINISTRATOR. Such services shall include, but not be  
30 limited to, the following:

31 1. DUTIES OF DIRECTOR AND HEAD OF ADMINISTRATIVE STAFF – Each recovery  
32 residence facility shall have a “director,” the manager of a recovery residence who is responsible for the  
33 supervision of all Residents and of all staff employed by, or volunteering for, the facility, and for  
34 approving all progress reports about Residents' recovery that are provided to courts, county or city  
35 agencies, or other providers of recovery services. He/she is responsible for overall management of the  
36 facility.

37 2. DUTIES OF HOUSE MANAGER – Each recovery residence facility shall have a designated

1 | house manager or person of higher authority such as a director, who resides at the facility and performs  
2 | the duties of house manager. Alternatively, two (2) or more employees may perform the duties of house  
3 | manager. Staff performing the duties of house manager and/or director, shall reside at the Recovery  
4 | Residence facility, or shall be present at a minimum, between the hours of 11:00 p.m. and 6:00 a.m.  
5 | weekdays, and 12:00 a.m. and 6:00 a.m. weekends and holidays. Whenever CONTRACTOR's house  
6 | manager and/or director is not present at the facility, a designated facility staff person shall be on-call to  
7 | respond, and arrive at the facility, within twenty (20) minutes of being summoned. CONTRACTOR shall  
8 | post the contact telephone number of designated on-call staff immediately upon the absence of  
9 | CONTRACTOR's house manager and/or director at the facility. The house manager shall be responsible  
10 | to ensure the safety of the building(s) and grounds, to maintain compliance by Residents and staff with  
11 | facility rules and the Certification Guidelines; and to provide support and referral information, but not  
12 | counseling or treatment, to Residents of the facility.

13 |       3. STRUCTURED DAILY ACTIVITIES – CONTRACTOR shall encourage structured daily  
14 | activities to include Resident's responsibility for daily household duties, including, but not limited to:  
15 | house cleaning and basic household operations. CONTRACTOR shall encourage Residents to live  
16 | productive, drug-free lives, which may include working, going to school, attending appropriate self-help  
17 | program meetings, volunteering in the community, and taking increased responsibility for treatment goals  
18 | established by the individual. CONTRACTOR staff will assist Residents in establishing budgets and  
19 | savings. Residents will not be charged for services. Residents are expected to save money and failure to  
20 | follow financial plan may be cause for termination. CONTRACTOR shall encourage Residents to  
21 | maintain adequate grooming and use their leisure time in a constructive manner. CONTRACTOR shall  
22 | coordinate vocational, educational, and other supportive services. CONTRACTOR shall make referrals  
23 | and require Residents to attend self-help programs, such as Narcotics Anonymous, Alcoholics  
24 | Anonymous, or other support programs.

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

30 |       5. RESIDENT SIGN IN/OUT LOG – CONTRACTOR shall maintain a resident sign in/out log  
31 | for all Residents, which shall include, but not be limited to, the following:

32 |           a. Location and telephone number where the Resident may be reached; and  
33 |           b. Resident name, signature, date, and time when leaving Recovery Residence facility and  
34 | estimated time of return. Residents returning to the Recovery Residence facility shall sign in.

35 |       6. SCHEDULE – CONTRACTOR shall maintain a Resident's schedule for treatment, work,  
36 | education or other activities; and Resident shall be required to notify CONTRACTOR staff of any change  
37 | in his/her schedule.

1           7. TRANSPORTATION – CONTRACTOR shall provide or arrange transportation and/or bus  
2 vouchers, as necessary, including information regarding public transportation, how to obtain a bus pass,  
3 bus schedules, etc. CONTRACTOR will have a transportation policy that addresses eligibility. In the  
4 event the Resident owns and operates a vehicle, CONTRACTOR shall make its best efforts to  
5 accommodate the vehicle in accordance with federal, state, and county rules and regulations.

6           8. MEALS/FOOD – CONTRACTOR shall provide enough food for two (2) meals per day for  
7 each Resident. CONTRACTOR may elect to use a food voucher with a value of fifty dollars (\$50) per  
8 Resident per week, or a combination of food and food vouchers with an approximate value of fifty dollars  
9 (\$50). For stays less than one week, the fifty dollar (\$50) value may be prorated. If CONTRACTOR opts  
10 to provide meals, such meals shall be nutritious and appropriate to the health needs of the Resident.

11           9. HOUSE LOG – CONTRACTOR shall maintain a house log on each shift that is supervised  
12 by a designated CONTRACTOR staff person. Information to be documented in the house log shall  
13 include but not to be limited to:

- 14           a. Date, time, signature and title of person making all entries in the house log;
- 15           b. Staff and shift changes which occur at the Recovery Residence facility; and
- 16           c. Special incidents as specified in the Contract.

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

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

28           11. MEETINGS – CONTRACTOR's Director or designee shall participate, when requested, in  
29 meetings facilitated by ADMINISTRATOR related to the provision of services pursuant to this Contract.

30           12. CULTURAL COMPETENCY – CONTRACTOR shall make its best effort to provide  
31 services pursuant to this Contract in a manner that is culturally and linguistically appropriate for the  
32 population(s) served. CONTRACTOR shall maintain documents of such efforts which may include; but  
33 not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment  
34 and hiring policies and procedures; copies of literature in multiple languages and formats, as appropriate;  
35 and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are  
36 physically challenged.

37           13. NO PROSELYTIZING POLICY – CONTRACTOR shall not conduct any proselytizing

1 activities, regardless of funding sources, with respect to any person who has been referred to  
 2 CONTRACTOR by COUNTY under the terms of this Contract. Further, CONTRACTOR agrees that the  
 3 funds provided hereunder shall not be used to promote, directly or indirectly, any religion, religious creed  
 4 or cult, denomination or sectarian institution, or religious belief.

5 14. AUTHORITY – CONTRACTOR shall recognize the authority of Orange County Probation  
 6 Department (OCPD) as officers of the court, and shall extend cooperation to OCPD within the constraints  
 7 of CONTRACTOR’s Recovery Residence services.

8 15. NON-SMOKING POLICY – CONTRACTOR shall establish a written non-smoking policy  
 9 which shall be reviewed and approved by ADMINISTRATOR. At a minimum, the non-smoking policy  
 10 shall specify that the facility is “smoke free” and that designated smoking areas are outside the visiting  
 11 areas at the facility.

12 16. GOOD NEIGHBOR POLICY - ADMINISTRATOR has established a Good Neighbor  
 13 Policy for the purpose of identifying community impacts and measures to mitigate those impacts. The  
 14 Good Neighbor Policy is a set of principles and activities designed to provide a consistent means of  
 15 communication between facilities that provide client services and their respective neighbors. The Good  
 16 Neighbor Policy is applicable for Residential Programs when CONTRACTOR provides service to Orange  
 17 County residents and the services have a potential impact including but not limited to community safety,  
 18 cleanliness, and security in the surrounding neighborhood(s).

19 a. ADMINISTRATOR shall provide CONTRACTOR with a copy of the Good Neighbor Policy,  
 20 attached hereto as Exhibit D.

21 b. CONTRACTOR agrees to adhere to the Good Neighbor Policy to the fullest extent possible. In  
 22 addition, each facility shall develop a written procedure for the handling of neighborhood complaints  
 23 which shall be approved by ADMINISTRATOR. Approved procedure must be available onsite, readily  
 24 accessible upon request, and include ADMINISTRATOR’s contact information as provided.

25 c. Non-compliance with this Paragraph and Exhibit D shall constitute a material breach of this  
 26 Contract and constitute cause for immediate termination of this Contract.

27 17. TRANSGENDER POLICY – CONTRACTOR shall establish a written Transgender Policy,  
 28 which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not limited  
 29 to, the following:

- 30 a. Admission
- 31 b. Housing arrangement
- 32 c. Bathroom privacy
- 33 d. Drug testing

34 18. MEDICATION POLICY – CONTRACTOR shall establish a written Medication Policy,  
 35 which shall be reviewed and approved by ADMINISTRATOR. The policy shall include but not be limited  
 36 to the securing, handling, and administration of Resident prescribed medication(s). Such policy shall  
 37 address medications that are prescribed for substance and mental health disorders and medications



1 disallowed by CONTRACTOR. Residents shall have medications during their stay with the program,  
2 and/or to have the ability to get refill(s).

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

8 20. VISITATION POLICY – CONTRACTOR shall establish a written visitation policy and  
9 procedure, which shall be reviewed and approved by ADMINISTRATOR, which shall include, but not  
10 be limited to, the following:

- 11 a. Sign in logs.
- 12 b. Visitation hours.
- 13 c. Designated visiting areas at the facility.

14 21. POSTINGS – CONTRACTOR shall post the following in a prominent place within the  
15 facility:

- 16 a. Sheriff Certification Certificate of Compliance.
- 17 b. Prohibition against Alcohol and Non-Prescription Drugs.
- 18 c. Sexual Harassment of Resident or Staff is Prohibited Notice.
- 19 d. House Rules, Visitation, and Smoking Policies.
- 20 e. Grievance procedure.
- 21 f. Evacuation plans.
- 22 g. Hours that individual staff members will be on site.
- 23 h. List of resources within community which shall include medical, dental, mental health,  
24 public health, social services and where to apply for determination of eligibility for State, Federal or  
25 county entitlement programs.
- 26 i. Information on self-help meetings. AA, NA, and non-12 step meetings shall be included.

27 E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services  
28 Paragraph of this Exhibit A to the Contract.

## 30 **VII. STAFFING**

31 A. CONTRACTOR shall provide staffing in accordance with the Orange County Adult Alcohol and  
32 Drug Sober Living Facilities Certification Guidelines, Chapter 4 articles 1-3, and/or as approved by  
33 ADMINISTRATOR, to meet the needs of the Recovery Residence Services program.

34 B. CODE OF CONDUCT – CONTRACTOR shall establish written policies and procedures for  
35 employees, volunteers, interns, and members of the Board of Directors which shall include, but not be  
36 limited to, standards related to the use of drugs and/or alcohol; staff-client relationships; prohibition of  
37 sexual conduct with client; prohibition of forging or falsifying documents or drug tests; and real or

1 | perceived conflict of interest.

2 | C. STAFF/VOLUNTEER/INTERN SCREENING – All CONTRACTOR staff shall be subject to  
3 | sanction screening as referenced in the Compliance paragraph. All CONTRACTOR staff must have a  
4 | criminal clearance conducted by the OC Sheriff Coordinator prior to hire. All CONTRACTOR staff shall  
5 | also be screened by Megan’s Law, OC Courts and OC Sheriff’s Department websites on an annual basis.  
6 | Results must remain in staff file.

7 | 1. All CONTRACTOR staff/volunteers/interns, prior to starting services, shall meet the  
8 | following requirements:

9 | a. No person shall have been convicted of a sex offense for which the person is required to  
10 | register as a sex offender under PC section 290;

11 | b. No person shall have been convicted of an arson offense – Violation of PC sections 451,  
12 | 451.1, 451.5, 452, 45231, 453, 454, or 455;

13 | c. No person shall have been convicted of any violent felony as defined in PC section 667.5,  
14 | which involves doing bodily harm to another person, for which the staff member was convicted within  
15 | five (5) years prior to employment;

16 | d. No person shall be on parole or probation.

17 | 2. Exceptions to staffing requirements set forth above, may be requested if CONTRACTOR  
18 | deems the decision will benefit the program. Requests for exceptions shall be submitted in writing and  
19 | approved in advance by ADMINISTRATOR.

20 | D. STAFF TRAINING – CONTRACTOR staff shall be subject to training as referenced in the  
21 | Compliance paragraph. CONTRACTOR shall develop a written plan for staff training. All staff training  
22 | shall be documented and maintained as part of the training plan.

23 | 1. CONTRACTOR shall ensure that within the first (1st) year of employment, all  
24 | CONTRACTOR program staff, including administrator, volunteers and interns, having direct contact with  
25 | Residents shall complete training on:

26 | a. infectious disease recognition.

27 | b. crisis intervention.

28 | c. recognizing physical and psychiatric symptoms that require appropriate referrals to other  
29 | agencies.

30 | 2. CONTRACTOR shall ensure that, within thirty (30) days of hire, and on an annual basis, all  
31 | CONTRACTOR program staff, including administrator, volunteers and interns, having direct contact with  
32 | Residents shall complete:

33 | a. County Annual Provider Training

34 | b. County Annual Compliance Training

35 | c. Training on topics related to alcohol and drug use

36 | d. Minimum one hour training in cultural competence.

37 | e. Naloxone training.

1 E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing  
2 Paragraph of this Exhibit A to the Contract.  
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EXHIBIT B  
 TO CONTRACT FOR PROVISION OF  
 RECOVERY RESIDENCE SERVICES  
 BETWEEN  
 COUNTY OF ORANGE  
 AND  
 THE VILLA CENTER, INC.  
 JULY 1, 2023 THROUGH JUNE 30, 2026

**I. BUSINESS ASSOCIATE CONTRACT**

**A. GENERAL PROVISIONS AND RECITALS**

1. The parties agree that the terms used, but not otherwise defined below in Paragraph B, shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and their implementing regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”) as they may exist now or be hereafter amended.

2. The parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between CONTRACTOR and COUNTY arises to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of COUNTY pursuant to, and as set forth in, the Contract that are described in the definition of “Business Associate” in 45 CFR § 160.103.

3. COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the terms of the Contract, some of which may constitute Protected Health Information (“PHI”), as defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Contract.

4. The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Contract in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they may exist now or be hereafter amended.

5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.

6. The parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9. and B.14., apply to CONTRACTOR in the same manner as they apply to a covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the terms of this Business Associate Contract, as it exists now or be hereafter updated with notice to CONTRACTOR, and the applicable standards, implementation specifications, and requirements of the Privacy and the

1 Security rules, as they may exist now or be hereafter amended, with respect to PHI and electronic PHI  
2 created, received, maintained, transmitted, used, or disclosed pursuant to the Contract.

3 B. DEFINITIONS

4 1. "Administrative Safeguards" are administrative actions, and policies and procedures, to  
5 manage the selection, development, implementation, and maintenance of security measures to protect  
6 electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection of  
7 that information.

8 2. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted  
9 under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

10 a. Breach excludes:

11 1) Any unintentional acquisition, access, or use of PHI by a workforce member or  
12 person acting under the authority of CONTRACTOR or COUNTY, if such acquisition, access, or use was  
13 made in good faith and within the scope of authority and does not result in further use or disclosure in a  
14 manner not permitted under the Privacy Rule.

15 2) Any inadvertent disclosure by a person who is authorized to access PHI at  
16 CONTRACTOR to another person authorized to access PHI at CONTRACTOR, or organized health care  
17 arrangement in which COUNTY participates, and the information received as a result of such disclosure  
18 is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.

19 3) A disclosure of PHI where CONTRACTOR or COUNTY has a good faith belief that  
20 an unauthorized person to whom the disclosure was made would not reasonably have been able to retain  
21 such information.

22 b. Except as provided in paragraph (a) of this definition, an acquisition, access, use, or  
23 disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach  
24 unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised  
25 based on a risk assessment of at least the following factors:

26 1) The nature and extent of the PHI involved, including the types of identifiers and the  
27 likelihood of re-identification;

28 2) The unauthorized person who used the PHI or to whom the disclosure was made;

29 3) Whether the PHI was actually acquired or viewed; and

30 4) The extent to which the risk to the PHI has been mitigated.

31 3. "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy  
32 Rule in 45 CFR § 164.501.

33 4. "Designated Record Set" shall have the meaning given to such term under the HIPAA Privacy  
34 Rule in 45 CFR § 164.501.

35 5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45  
36 CFR § 160.103.

37 //

1           6. “Health Care Operations” shall have the meaning given to such term under the HIPAA  
2 Privacy Rule in 45 CFR § 164.501.

3           7. “Individual” shall have the meaning given to such term under the HIPAA Privacy Rule in 45  
4 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with  
5 45 CFR § 164.502(g).

6           8. “Physical Safeguards” are physical measures, policies, and procedures to protect  
7 CONTRACTOR’s electronic information systems and related buildings and equipment, from natural and  
8 environmental hazards, and unauthorized intrusion.

9           9. “The HIPAA Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable  
10 Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

11           10. “Protected Health Information” or “PHI” shall have the meaning given to such term under the  
12 HIPAA regulations in 45 CFR § 160.103.

13           11. “Required by Law” shall have the meaning given to such term under the HIPAA Privacy Rule  
14 in 45 CFR § 164.103.

15           12. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his  
16 or her designee.

17           13. “Security Incident” means attempted or successful unauthorized access, use, disclosure,  
18 modification, or destruction of information or interference with system operations in an information  
19 system. “Security incident” does not include trivial incidents that occur on a daily basis, such as scans,  
20 “pings”, or unsuccessful attempts to penetrate computer networks or servers maintained by  
21 CONTRACTOR.

22           14. “The HIPAA Security Rule” shall mean the Security Standards for the Protection of electronic  
23 PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

24           15. “Subcontractor” shall have the meaning given to such term under the HIPAA regulations in  
25 45 CFR § 160.103.

26           16. “Technical safeguards” means the technology and the policy and procedures for its use that  
27 protect electronic PHI and control access to it.

28           17. “Unsecured PHI” or “PHI that is unsecured” means PHI that is not rendered unusable,  
29 unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology  
30 specified by the Secretary of Health and Human Services in the guidance issued on the HHS Web site.

31           18. “Use” shall have the meaning given to such term under the HIPAA regulations in 45 CFR §  
32 160.103.

33           C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

34           1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to  
35 CONTRACTOR other than as permitted or required by this Business Associate Contract or as required by  
36 law.

37           2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business

1 Associate Contract and the Contract, to prevent use or disclosure of PHI COUNTY discloses to  
2 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
3 other than as provided for by this Business Associate Contract.

4 3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR  
5 Part 164 with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR  
6 creates, receives, maintains, or transmits on behalf of COUNTY.

7 4. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known  
8 to CONTRACTOR of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of  
9 this Business Associate Contract.

10 5. CONTRACTOR agrees to report to COUNTY immediately any Use or Disclosure of PHI not  
11 provided for by this Business Associate Contract of which CONTRACTOR becomes aware.  
12 CONTRACTOR must report Breaches of Unsecured PHI in accordance with Paragraph E below and as  
13 required by 45 CFR § 164.410.

14 6. CONTRACTOR agrees to ensure that any Subcontractors that create, receive, maintain, or  
15 transmit PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply through  
16 this Business Associate Contract to CONTRACTOR with respect to such information.

17 7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a  
18 written request by COUNTY, to PHI in a Designated Record Set, to COUNTY or, as directed by  
19 COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524.

20 8. CONTRACTOR agrees to make any amendment(s) to PHI in a Designated Record Set that  
21 COUNTY directs or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY or an Individual,  
22 within thirty (30) calendar days of receipt of said request by COUNTY. CONTRACTOR agrees to notify  
23 COUNTY in writing no later than ten (10) calendar days after said amendment is completed.

24 9. CONTRACTOR agrees to make internal practices, books, and records, including policies and  
25 procedures, relating to the use and disclosure of PHI received from, or created or received by  
26 CONTRACTOR on behalf of, COUNTY available to COUNTY and the Secretary in a time and manner  
27 as determined by COUNTY or as designated by the Secretary for purposes of the Secretary determining  
28 COUNTY's compliance with the HIPAA Privacy Rule.

29 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to  
30 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,  
31 and to make information related to such Disclosures available as would be required for COUNTY to  
32 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR  
33 § 164.528.

34 11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in  
35 a time and manner to be determined by COUNTY, that information collected in accordance with the  
36 Contract, in order to permit COUNTY to respond to a request by an Individual for an accounting of  
37 Disclosures of PHI in accordance with 45 CFR § 164.528.

1 12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY's obligation  
2 under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the requirements of 45  
3 CFR Part 164 that apply to COUNTY in the performance of such obligation.

4 13. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to  
5 COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph  
6 B.2.a. above.

#### 7 D. SECURITY RULE

8 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and  
9 maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR §  
10 164.308, § 164.310, § 164.312, and § 164.316 with respect to electronic PHI COUNTY discloses to  
11 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.  
12 CONTRACTOR shall follow generally accepted system security principles and the requirements of the  
13 HIPAA Security Rule pertaining to the security of electronic PHI.

14 2. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or  
15 transmit electronic PHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to  
16 the same restrictions and requirements contained in this Paragraph D of this Business Associate Contract.

17 3. CONTRACTOR shall report to COUNTY immediately any Security Incident of which it  
18 becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with  
19 Subparagraph E. below and as required by 45 CFR § 164.410.

#### 20 E. BREACH DISCOVERY AND NOTIFICATION

21 1. Following the discovery of a Breach of Unsecured PHI , CONTRACTOR shall notify  
22 COUNTY of such Breach, however both parties agree to a delay in the notification if so advised by a law  
23 enforcement official pursuant to 45 CFR § 164.412.

24 a. A Breach shall be treated as discovered by CONTRACTOR as of the first day on which  
25 such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known  
26 to CONTRACTOR.

27 b. CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known,  
28 or by exercising reasonable diligence would have known, to any person who is an employee, officer, or  
29 other agent of CONTRACTOR, as determined by federal common law of agency.

30 2. CONTRACTOR shall provide the notification of the Breach immediately to the County  
31 Privacy Officer. CONTRACTOR's notification may be oral, but shall be followed by written notification  
32 within 24 hours of the oral notification.

33 3. CONTRACTOR's notification shall include, to the extent possible:

34 a. The identification of each Individual whose Unsecured PHI has been, or is reasonably  
35 believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

36 b. Any other information that COUNTY is required to include in the notification to  
37 Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or



1 promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period  
2 set forth in 45 CFR § 164.410 (b) has elapsed, including:

3 1) A brief description of what happened, including the date of the Breach and the date  
4 of the discovery of the Breach, if known;

5 2) A description of the types of Unsecured PHI that were involved in the Breach (such  
6 as whether full name, social security number, date of birth, home address, account number, diagnosis,  
7 disability code, or other types of information were involved);

8 3) Any steps Individuals should take to protect themselves from potential harm resulting  
9 from the Breach;

10 4) A brief description of what CONTRACTOR is doing to investigate the Breach, to  
11 mitigate harm to Individuals, and to protect against any future Breaches; and

12 5) Contact procedures for Individuals to ask questions or learn additional information,  
13 which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

14 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in 45  
15 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of COUNTY.

16 5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation  
17 of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that  
18 CONTRACTOR made all notifications to COUNTY consistent with this Paragraph E and as required by  
19 the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of  
20 PHI did not constitute a Breach.

21 6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or its  
22 risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

23 7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the  
24 Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit  
25 COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable,  
26 but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to  
27 COUNTY pursuant to Subparagraph E.2 above.

28 8. CONTRACTOR shall continue to provide all additional pertinent information about the  
29 Breach to COUNTY as it may become available, in reporting increments of five (5) business days after  
30 the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable requests  
31 for further information, or follow-up information after report to COUNTY, when such request is made by  
32 COUNTY.

33 9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or other  
34 costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs in  
35 addressing the Breach and consequences thereof, including costs of investigation, notification,  
36 remediation, documentation or other costs associated with addressing the Breach.

37 F. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

1           1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR as  
 2 necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the  
 3 Contract, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by  
 4 COUNTY except for the specific Uses and Disclosures set forth below.

5           a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, for  
 6 the proper management and administration of CONTRACTOR.

7           b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the  
 8 proper management and administration of CONTRACTOR or to carry out the legal responsibilities of  
 9 CONTRACTOR, if:

10                   1) The Disclosure is required by law; or

11                   2) CONTRACTOR obtains reasonable assurances from the person to whom the PHI is  
 12 disclosed that it will be held confidentially and used or further disclosed only as required by law or for the  
 13 purposes for which it was disclosed to the person and the person immediately notifies CONTRACTOR of  
 14 any instance of which it is aware in which the confidentiality of the information has been breached.

15           c. CONTRACTOR may use or further disclose PHI COUNTY discloses to  
 16 CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of  
 17 CONTRACTOR.

18           2. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, to carry  
 19 out legal responsibilities of CONTRACTOR.

20           3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR  
 21 consistent with the minimum necessary policies and procedures of COUNTY.

22           4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as required  
 23 by law.

#### 24           G. OBLIGATIONS OF COUNTY

25           1. COUNTY shall notify CONTRACTOR of any limitation(s) in COUNTY's notice of privacy  
 26 practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect  
 27 CONTRACTOR's Use or Disclosure of PHI.

28           2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, the permission  
 29 by an Individual to use or disclose his or her PHI, to the extent that such changes may affect  
 30 CONTRACTOR's Use or Disclosure of PHI.

31           3. COUNTY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that  
 32 COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may  
 33 affect CONTRACTOR's Use or Disclosure of PHI.

34           4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would  
 35 not be permissible under the HIPAA Privacy Rule if done by COUNTY.

#### 36           H. BUSINESS ASSOCIATE TERMINATION

37           1. Upon COUNTY's knowledge of a material breach or violation by CONTRACTOR of the

1 requirements of this Business Associate Contract, COUNTY shall:

2 a. Provide an opportunity for CONTRACTOR to cure the material breach or end the  
3 violation within thirty (30) business days; or

4 b. Immediately terminate the Contract, if CONTRACTOR is unwilling or unable to cure the  
5 material breach or end the violation within (30) days, provided termination of the Contract is feasible.

6 2. Upon termination of the Contract, CONTRACTOR shall either destroy or return to COUNTY  
7 all PHI CONTRACTOR received from COUNTY or CONTRACTOR created, maintained, or received on  
8 behalf of COUNTY in conformity with the HIPAA Privacy Rule.

9 a. This provision shall apply to all PHI that is in the possession of Subcontractors or agents  
10 of CONTRACTOR.

11 b. CONTRACTOR shall retain no copies of the PHI.

12 c. In the event that CONTRACTOR determines that returning or destroying the PHI is not  
13 feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or  
14 destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible,  
15 CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit  
16 further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible,  
17 for as long as CONTRACTOR maintains such PHI.

18 3. The obligations of this Business Associate Contract shall survive the termination of the  
19 Contract.

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EXHIBIT C  
 TO CONTRACT FOR PROVISION OF  
 RECOVERY RESIDENCE SERVICES  
 BETWEEN  
 COUNTY OF ORANGE  
 AND  
 THE VILLA CENTER, INC.  
 JULY 1, 2023 THROUGH JUNE 30, 2026

**I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT**

Any reference to statutory, regulatory, or contractual language herein shall be to such language as in effect or as amended.

**A. DEFINITIONS**

1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.

2. "Breach of the security of the system" shall have the meaning given to such term under the CIPA, CCC § 1798.29(d).

3. "CMPPA Contract" means the CMPPA Contract between the SSA and CHHS.

4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database maintained by COUNTY or DHCS, received by CONTRACTOR from COUNTY or DHCS or acquired or created by CONTRACTOR in connection with performing the functions, activities and services specified in the Contract on behalf of COUNTY.

5. "IEA" shall mean the Information Exchange Contract currently in effect between the SSA and DHCS.

6. "Notice-triggering Personal Information" shall mean the personal information identified in CCC § 1798.29(e) whose unauthorized access may trigger notification requirements under CCC § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering PI includes PI in electronic, paper or any other medium.

7. "PII" shall have the meaning given to such term in the IEA and CMPPA.

8. "PI" shall have the meaning given to such term in CCC § 1798.3(a).

9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation

1 with respect to health care providers participating in the program, and statutes or regulations that require  
2 the production of information, including statutes or regulations that require such information if payment  
3 is sought under a government program providing public benefits.

4 10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure,  
5 modification, or destruction of PI, or confidential data utilized in complying with this Contract; or  
6 interference with system operations in an information system that processes, maintains or stores PI.

#### 7 B. TERMS OF CONTRACT

8 1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as  
9 otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform  
10 functions, activities, or services for or on behalf of COUNTY pursuant to the terms of the Contract  
11 provided that such use or disclosure would not violate the CIPA if done by COUNTY.

#### 12 2. Responsibilities of CONTRACTOR

13 CONTRACTOR agrees:

14 a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or required  
15 by this Personal Information Privacy and Security Contract or as required by applicable state and federal  
16 law.

17 b. Safeguards. To implement appropriate and reasonable administrative, technical, and  
18 physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect  
19 against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use  
20 or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and  
21 Security Contract. CONTRACTOR shall develop and maintain a written information privacy and security  
22 program that include administrative, technical and physical safeguards appropriate to the size and  
23 complexity of CONTRACTOR's operations and the nature and scope of its activities, which incorporate  
24 the requirements of Subparagraph (c), below. CONTRACTOR will provide COUNTY with its current  
25 policies upon request.

26 c. Security. CONTRACTOR shall ensure the continuous security of all computerized data  
27 systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing DHCS  
28 PI and PII. These steps shall include, at a minimum:

29 1) Complying with all of the data system security precautions listed in Subparagraph  
30 E of the Business Associate Contract, Exhibit B to the Contract; and

31 2) Providing a level and scope of security that is at least comparable to the level and  
32 scope of security established by the Office of Management and Budget in OMB Circular No. A-130,  
33 Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for  
34 automated information systems in Federal agencies.

35 3) If the data obtained by CONTRACTOR from COUNTY includes PII,  
36 CONTRACTOR shall also comply with the substantive privacy and security requirements in the CMPPA  
37 Contract between the SSA and the CHHS and in the Contract between the SSA and DHCS, known as the

1 IEA. The specific sections of the IEA with substantive privacy and security requirements to be complied  
 2 with are Sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security  
 3 Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic  
 4 Information with the SSA. CONTRACTOR also agrees to ensure that any of CONTRACTOR’s agents  
 5 or subcontractors, to whom CONTRACTOR provides DHCS PII agree to the same requirements for  
 6 privacy and security safeguards for confidential data that apply to CONTRACTOR with respect to such  
 7 information.

8 d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect  
 9 that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or its  
 10 subcontractors in violation of this Personal Information Privacy and Security Contract.

11 e. CONTRACTOR's Agents and Subcontractors. To impose the same restrictions and  
 12 conditions set forth in this Personal Information and Security Contract on any subcontractors or other  
 13 agents with whom CONTRACTOR subcontracts any activities under the Contract that involve the  
 14 disclosure of DHCS PI or PII to such subcontractors or other agents.

15 f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or  
 16 COUNTY for purposes of oversight, inspection, amendment, and response to requests for records,  
 17 injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives DHCS  
 18 PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or DHCS  
 19 with a list of all employees, contractors and agents who have access to DHCS PII, including employees,  
 20 contractors and agents of its subcontractors and agents.

21 g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist  
 22 COUNTY to the extent necessary to ensure the DHCS’s compliance with the applicable terms of the CIPA  
 23 including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI,  
 24 production of DHCS PI, disclosure of a security Breach involving DHCS PI and notice of such Breach to  
 25 the affected individual(s).

26 h. Breaches and Security Incidents. During the term of the Contract, CONTRACTOR  
 27 agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and PII  
 28 or security incident. CONTRACTOR agrees to give notification of any beach of unsecured DHCS PI and  
 29 PII or security incident in accordance with Subparagraph F, of the Business Associate Contract, Exhibit  
 30 B to the Contract.

31 i. Designation of Individual Responsible for Security. CONTRACTOR shall designate an  
 32 individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for  
 33 carrying out the requirements of this Personal Information Privacy and Security Contract and for  
 34 communicating on security matters with COUNTY.

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EXHIBIT D  
 TO CONTRACT FOR PROVISION OF  
 RECOVERY RESIDENCE SERVICES  
 BETWEEN  
 COUNTY OF ORANGE  
 AND  
 THE VILLA CENTER, INC.

9 Preface

10 COUNTY, as a political subdivision of the State of California, is mandated by state and federal law to  
 11 provide certain services to all Orange County residents. In addition, COUNTY provides certain other  
 12 non-mandated services to enhance the well-being and quality of life for its residents. COUNTY is  
 13 committed to ensuring positive relations through this Good Neighbor Policy in the neighborhoods and  
 14 communities in which its Residential Program contractors provide services to Orange County residents.

15  
 16 Following effective date of this Contract, but no later than thirty (30) calendar days after the start of  
 17 services, CONTRACTOR shall conduct reasonable outreach to cities, neighborhoods and communities  
 18 that could be affected by services provided by CONTRACTOR.

20 Good Neighbor Policy

21 This Policy applies only to the extent CONTRACTOR provides direct services to persons pursuant to this  
 22 Contract. The intent of this Policy is to identify community impacts and measures to mitigate those  
 23 impacts to be an integral part of the neighborhood and community COUNTY serves.

24  
 25 CONTRACTOR shall establish a policy that includes all of the following elements:

- 26 • Ensure CONTRACTOR staff and Residents conduct themselves in a manner that demonstrates  
 27 respect for the community and consideration of neighbors when entering/exiting the facility or outdoors.
- 28 • Establish and maintain early communication with cities, neighborhoods and communities as a  
 29 way to identify potential impacts to neighborhoods and mitigate as needed.
- 30 • Establish cooperative relationships with cities, neighborhoods and communities where services  
 31 are being rendered and mitigate impact as needed.
- 32 • Collaborate with cities, neighborhoods and communities as a way to promote integration of  
 33 facilities into the community and determine the effectiveness of established good neighbor practices.
- 34 • Develop written procedures to track, respond and mitigate neighborhood complaints. Procedures  
 35 should include identification of a contact person for complaint resolution and identification of COUNTY  
 36 contact if complaint is not adequately resolved. The procedures must also identify how these incidents  
 37 will be reported to the appropriate COUNTY contact in a timely manner.

- 1 • Establish generalized good neighbor practices for services and facility(ies) that include:
- 2     - Adequate parking
- 3     - Adequate waiting and visiting areas
- 4     - Adequate restroom facilities
- 5     - Property maintenance and appearance
- 6     - Community safety
- 7     - Congregation guidelines
- 8     - Security provisions

9

10 CONTRACTOR shall submit its policy to COUNTY for review and approval prior to the commencing of

11 services.

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