



FIFTH AMENDMENT
CONTRACT #17-23-0046-PS
BETWEEN
COUNTY OF ORANGE
AND
WISEPLACE
FOR
SAFEPLACE

This Amendment to Contract #17-23-0046-PS, hereinafter referred to as the “Fifth Amendment” is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California (hereinafter referred to as “County”) and WISEPlace, a California non-profit corporation, with a place of business at 1411 N. Broadway, Santa Ana, CA 92706; DUNS Number 002322894 (hereinafter referred to as “Contractor”) with County and Contractor sometimes referred to as “Party”, or collectively as “Parties.”

RECITALS

WHEREAS, County and Contractor entered into Contract #17-23-0046-PS, (hereinafter referred to as “Contract”), for the SAFEPlace program, commencing on March 16, 2018, and expiring on September 30, 2018, in the amount of \$997,000; and

WHEREAS, County and Contractor executed the First Amendment to replace Attachment C - Budget Schedule with Attachment C-1;

WHEREAS, County executed a Second Amendment to renew the Contract for the period of October 1, 2018, through September 30, 2019, in the maximum amount of \$2,074,544 and replaced Attachment A – Scope of Services with Attachment A-1; replaced Attachment B – Payment/Compensation with Attachment B-1; replaced Attachment C-1 – Budget Schedule with Attachment C-2; and replaced Attachment D – Staffing Plan with Attachment D-1; and

WHEREAS, County executed a Third Amendment to replace Attachment C-2 Cost Proposal Budget with Attachment C-3 with no cost increases for the period of March 16, 2018 through September 30, 2018; and

WHEREAS, County executed a Fourth Amendment to replace Attachment C-3 Cost Proposal Budget with Attachment C-4 with no cost increases for the period of October 1, 2018 through September 30, 2019; and

WHEREAS, County desires to execute this Fifth Amendment to renew the Contract for the period of October 1, 2019, through June 30, 2020, in the maximum amount of \$1,615,057 and replace Attachment B-1 – Payment/Compensation with Attachment B-2; replace Attachment C-4 – Budget Schedule with Attachment C-5; and

WHEREAS, Contractor is performing satisfactorily as required by the Contract in order to satisfy this Fifth Amendment; and

NOW, THEREFORE, in consideration of the mutual obligations set for herein, both Parties mutually agree to amend as follows:

1. The Contract Term of this Contract, set forth in paragraph 3 of this Contract, is hereby renewed in the amount of \$1,615,057 for the period of October 1, 2019 through June 30, 2020, unless otherwise terminated by the County under the terms of the Contract.
2. Paragraph 6.2 of this Contract is hereby deleted in its entirety and replaced with the following:

“6.2 Payment of Project Activities: COUNTY will reimburse CONTRACTOR for eligible project-related costs only. CONTRACTOR shall submit requests for reimbursement to COUNTY on a monthly basis beginning on or after November 1, 2019, and must provide adequate documentation as required by COUNTY in accordance with the OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY (Revised February 7, 2019), as set forth in Exhibit 1, attached hereto and incorporated herein by reference. In addition, CONTRACTOR will submit to the COUNTY Project Manager a monthly report by the 7th of the month for the preceding month of services, as prescribed by COUNTY. Failure to provide any of the required documentation and reporting will cause a breach of CONTRACT as defined in Paragraph 9, below.”

3. Paragraph 20 of this Contract is hereby deleted in its entirety and replaced with the following:

“20. Contractor Personnel – Drug-Free Workplace: The CONTRACTOR hereby certifies compliance with government Code Section 8355 in matters relating to proving a drug-free workplace. The CONTRACTOR will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization’s policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company’s drug-free policy statement; and
 - b. Will agree to abide by the terms of the company’s statement as a condition of employment under this CONTRACT.

Failure to comply with these requirements may result in suspension of payments under the CONTRACT or termination of the CONTRACT or both, and the CONTRACTOR may be ineligible for award of any future COUNTY contracts if the COUNTY determines that any of the following has occurred:

1. The CONTRACTOR has made false certification, or
 2. The CONTRACTOR violates the certification by failing to carry out the requirements as noted above.”
4. Paragraph 26 of this Contract is hereby deleted in its entirety and replaced with the following:

“26. Notices: Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties’ project managers’ routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the PARTIES hereto may designate by written notice from time to time in the manner aforesaid.

| | |
|---|--------------------------|
| For COUNTY: | For CONTRACTOR: |
| OC Community Resources | WISEPlace |
| 1300 S. Grand Ave., Bldg. B | 1411 N. Broadway |
| Santa Ana, CA 92705 | Santa Ana, CA 92706 |
| Attn: OC Housing & Homeless Services Project Manager” | Attn: Executive Director |

5. Paragraph 32 is hereby added to this Contract to read as follows:

“32. Lobbying: On the best information and belief, CONTRACTOR certifies that in connection with this CONTRACT, no federal appropriated funds have been paid or will be paid by, or on behalf of, the CONTRACTOR to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract. CONTRACTOR agrees to comply with the lobbying Laws and policies applicable to County and to assure that its officers and employees comply before any appearance before the County of Orange’s Board of Supervisors. None of the funds provided under this CONTRACT shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before state or federal legislatures or the Board of Supervisors of the County of Orange.”

6. Paragraph 33 is hereby added to this Contract to read as follows:

“33. Debarment: CONTRACTOR hereby certifies that neither CONTRACTOR nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Notwithstanding anything to the contrary set forth in this CONTRACT, CONTRACTOR shall not engage in any activities that lead to its debarment or, suspension from performing services for the COUNTY or the United States government and shall not engage any Subcontractors that are now or hereafter debarred or suspended from performing services for COUNTY or the United States government.”

7. Paragraph S. of this Contract is hereby deleted in its entirety and replaced with the following:

“S. Change of Ownership/Name, Litigation Status, Conflicts with County Interests: CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR’s business prior to completion of this CONTRACT, and the COUNTY agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor’s duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of Services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor’s status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a Party to any litigation against the County, or a Party to litigation that may reasonably affect the Contractor’s performance under

the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

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

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of Services under the Contract.”

8. Replace Attachment B-1 – Payment/Compensation with Attachment B-2.
9. Replace Attachment C-4 – Budget Schedule with Attachment C-5.
10. Exhibit 1 – County of Orange Child Support Enforcement Certification is hereby replaced with the updated OC Community Resources Contract Reimbursement Policy (Revised February 7, 2019).
11. Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have executed this Fifth Amendment on the dates with their respective signatures:

***WISEPlace**

DocuSigned by:
By: Brateil Aghasi
BC06A94290BE453...

By: _____

Name: Brateil Aghasi

Name: _____

Title: Executive Director

Title: _____

Dated: 7/15/2019

Dated: _____

*For Contractors that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For Contractors that are not corporations, the person who has authority to bind the contractor to a contract, must sign on one of the lines above.

COUNTY OF ORANGE

A Political Subdivision of the State of California

By: _____
Dylan Wright, Director
OC Community Resources

Dated: _____

**APPROVAL AS TO FORM
COUNTY COUNSEL**

DocuSigned by:
By: John Cleveland
74000D32EE65457...

Dated: 7/15/2019

DEPUTY COUNTY COUNSEL

ATTACHMENT B-2**PAYMENT/ COMPENSATION****1. COMPENSATION:**

This is a cost reimbursable CONTRACT between the COUNTY and the CONTRACTOR for up to \$1,615,057 for the period of October 1, 2019 through June 30, 2020, as set forth in Attachment A-1 Scope of Services attached hereto and incorporated herein by reference. The CONTRACTOR agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the CONTRACTOR of all its duties and obligations hereunder. The COUNTY shall have no obligation to pay any sum in excess of the total CONTRACT amount specified unless authorized by an amendment in accordance with paragraphs C and R of the COUNTY's General Terms and Conditions.

2. FIRM DISCOUNT AND PRICING STRUCTURE:

CONTRACTOR guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. CONTRACTOR agrees that no price increases shall be passed along to the COUNTY during the term of this CONTRACT not otherwise specified and provided for within this CONTRACT.

3. PAYMENT TERMS:

An invoice for the reimbursable costs shall be submitted monthly to the address specified and approval of the COUNTY Project Manager. Admin/data shall be billed at the rate of 1/12th each month. CONTRACTOR shall reference CONTRACT number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the COUNTY of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the COUNTY. The responsibility for providing an acceptable invoice rests with the CONTRACTOR.

Billing shall cover services not previously invoiced. The CONTRACTOR shall reimburse the COUNTY of Orange for any monies paid to the CONTRACTOR for services not provided or when services do not meet the CONTRACT requirements.

Payments made by the COUNTY shall not preclude the right of the COUNTY from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the services.

Invoice(s) are to be sent to:
OC Community Resources
1770 North Broadway, 4th floor
Santa Ana, CA 92706-2642
Attention: Accounts Payable

4. INVOICING INSTRUCTIONS:

Further instructions regarding invoicing/reimbursement as set forth in Exhibit 1 - OC Community Resources Contract Reimbursement Policy (Revised February 7, 2019), are attached hereto and incorporated herein by reference.

The CONTRACTOR will provide an invoice on CONTRACTOR's letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include

1. CONTRACTOR's name and address
2. CONTRACTOR's remittance address (if different from 1 above)
3. Name of COUNTY Agency Department
4. COUNTY CONTRACT/MASTER AGREEMENT number
5. Service date(s) – Month of Service
6. Rate
7. Delivery Order (DO) / Subordinate Agreement Number
8. Deliverables / Service description (in accordance with Attachment A)
9. CONTRACTOR's Federal I. D. number
10. Total

5. OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY:

Further instructions regarding invoicing/reimbursements as set forth in Exhibit 1 – OC Community Resources Contract Reimbursement Policy (Revised February 7, 2019), are attached hereto and incorporated herein by reference.



ATTACHMENT C-5
BUDGET SCHEDULE

1. Budget Schedule

A. Anticipated Administration and Program Cost Budget for the period of October 1, 2019 through June 30, 2020.

| Program Costs | Total |
|--|----------------|
| Staffing Labor, Benefits and Contract Labor | \$612,025.00 |
| Services, Security, repairs & maintenance, transportation, utilities, janitorial service | \$495,450.00 |
| Equipment, office and program supplies, food, client resources | \$207,000.00 |
| Overhead | \$255,582.00 |
| Other (Admin/data) | \$45,000.00 |
| Grand Total | \$1,615,057.00 |

Note: Budget assumes the following will be supplied by the County of Orange: Cots, mats, washer and dryer.



**Subject: OC Community Resources
Contract Reimbursement Policy**

Effective: July 1, 2010
Revised: February 7, 2019

PURPOSE:

This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services and Housing & Community Development and Homeless Prevention. The procedures provide instructions for submitting reimbursement demand letter or invoice.

REFERENCES:

Executed County Board of Supervisors approved contract
Budget included in contract or presented as an attachment
48 CFR Part 31 Contract Cost Principles and Procedures
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For Housing & Community Development and Homeless Prevention Contracts only.
Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

BACKGROUND:

The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced Uniform Guidance and Code of Federal Regulations (CFR).

ATTACHMENTS:

Reimbursement Policy Status Form (RPS-1)

POLICY:

Contractor is responsible for the submission of accurate claims. This reimbursement policy is intended to ensure that the Contractor is reimbursed based on the code or codes that correctly describe the services provided. This information is intended to serve only as a general reference resource regarding OC Community Services' and Housing & Community Development and Homeless Prevention reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services and Housing & Community Development and Homeless Prevention may use reasonable discretion in interpreting and applying this policy to services provided in a particular case. Other factors affecting reimbursement may supplement, modify or, in some cases, supersede this policy. These factors may include, but are not limited to: legislative mandates and County directives. OC Community Services and Housing & Community Development and Homeless Prevention may modify this reimbursement policy at any time by publishing a new version of the policy. However, the information presented in this policy is accurate and current as of the date of publication.

Cost incurred by Contractor must be substantiated and incurred during the contract period. Total of all reimbursements cannot exceed the amount of the contract. Cost must be allowable under applicable Code of Federal Regulations (CFR) or Uniform Guidance. All supporting documentation for reimbursement must be submitted with demand letter or invoice. If contract

requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice.

At any time, based on County's business needs and/or Contractor's performance, the County may designate Contractor to submit abbreviated or comprehensive documentation, as identified in the respective sections. Upon designation, Contractor will be notified, in writing via Reimbursement Policy Status Form, of which requirements are in full force. When Contractor is required to submit comprehensive documentation, in addition to the items identified in the Abbreviated Documentation Requirements Section, Contractor must also provide the documentation identified in the Comprehensive Documentation Requirements Section.

PROCEDURES:

Abbreviated Documentation Requirements

Compile and submit:

1. Supporting documentation includes, but is not limited to:
 - a. General ledger/expense transaction report
 - b. Payroll register or labor distribution report
 - c. Payroll allocation plan
 - d. Personnel Documentation
 - e. Benefit plan and calculation of benefit
 - f. Employer-employee contract for non-customary benefits (if applicable)
 - g. Pre-approval documentation for equipment purchases equal to or greater than \$5,000
2. The following is required with the first month's invoice only:
 - a. Cost allocation plan for rent, utilities, etc.
 - b. Indirect rate approved by cognizant agency (if applicable)
3. Summary of leveraged resources (if applicable)
4. Demand letters must contain the following certification (if required by Contract):

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31 Sections 3729-3730 and 3801-3812)"
5. Grantee Performance Report (if required by Contract)
6. Supporting documentation shall be on single-sided sheets
7. Please redact employees' Social Security Number from payroll reports
8. Demand letter or invoice, along with supporting documentation shall be submitted to:

OC Community Resources Accounting
1770 N. Broadway, 4th Floor
Santa Ana, CA 92706

Comprehensive Documentation Requirements

In addition to abbreviated documentation, compile and submit:

9. Purchase orders, invoices, and receipts
10. Cashed checks
11. Check register
12. Consultant/sub-contractor invoices (with description of services)
13. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement

ACTION:

Distribute this policy to all appropriate staff

INQUIRIES: Inquiries may be directed to OCCR Accounts Payable at: OCCRAccountsPayable@occr.ocgov.com



Reimbursement Policy Status Form

Per OC Community Resources Contract Reimbursement Policy, in regards to the Contract # listed herein, Contractor is designated with the Documentation Status of Abbreviated unless Comprehensive is checked below. If the contractor’s designation should change to Abbreviated, a new status form shall be approved. All related documentation requirements are in full force, until further notice.

Contractor: _____ **Effective Date:** _____

Contract #: _____

Documentation Status: **Abbreviated** **Comprehensive**

Program Authorization by: _____

Auditor Controller Authorization by: _____

Print Name

Print Name

Signed by: _____

Signed by: _____

Date: _____ **Date:** _____

Two signatures are required to implement the form.

Distribution:

- Contractor
- Auditor Controller
- Contract File
- Program File