



**SECOND 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 “Second 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 “Original Contract”), for 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 desires to execute this Second Amendment to renew the Original Contract for the period of October 1, 2018, through September 30, 2019, in the maximum amount of \$2,074,544 and replace Attachment A – Scope of Services with Attachment A-1; replace Attachment B – Payment/Compensation with Attachment B-1; replace Attachment C-1 – Budget Schedule with Attachment C-2; and replace Attachment D – Staffing Plan with Attachment D-1; and

**WHEREAS**, CONTRACTOR is performing satisfactory as required by the Original Contract in order to satisfy this Second Amendment; and

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

1. Renew the Original Contract for the period of October 1, 2018, through September 30, 2019, in the maximum amount of \$2,074,544;
2. Paragraph 6.2 of the Original Contract is hereby modified as follows:  
“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, 2018, and must provide adequate documentation as required by COUNTY in accordance with the OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY, as set forth in Exhibit 1, attached hereto and incorporated herein by reference. In addition, CONTRACTOR will provide a monthly report by the 7<sup>th</sup> 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 6.4 of the Original Contract is hereby modified as follows:  
“6.4 ADVANCE - Notwithstanding Paragraph 6.1 above, upon written request and justification of an immediate need based upon cash forecasting from CONTRACTOR, COUNTY may advance to CONTRACTOR a portion of COUNTY’S maximum obligation hereunder. PROJECT MANAGER shall reduce the amount of monthly payments in the ninth, tenth, eleventh, and twelfth months by an equal amount of any advance payment, under Paragraph 6.2 above, to recover any outstanding advance or part thereof. Such recovery may not exceed the total of all outstanding advances. No monthly payment shall be made to CONTRACTOR which would result in less money remaining unpaid to CONTRACTOR than the total of advances made to CONTRACTOR.”
4. Paragraph 6.5 of the Original Contract is hereby deleted;
5. Paragraph 9.4 of the Original Contract is hereby modified as follows:  
“9.4 Seek a refund of monies owed to COUNTY by CONTRACTOR pursuant to Paragraph 6.4, above, and offset against any monies billed by CONTRACTOR but not yet paid by COUNTY.”
6. Replace Attachment A – Scope of Services with Attachment A-1;
7. Replace Attachment B – Payment/Compensation with Attachment B-1;
8. Replace Attachment C-1 – Budget Schedule with Attachment C-2;
9. Replace Attachment D – Staffing Plan with Attachment D-1 and
10. Except as otherwise expressly set forth herein, all terms and conditions contained in the Original 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.

**IN WITNESS WHEREOF**, the PARTIES hereto have executed this Second Amendment on the dates with their respective signatures:

**\*WISEPlace**

DocuSigned by:  
By: Kathleen Davis Bowman  
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By: \_\_\_\_\_

Name: Kathleen Davis Bowman

Name: \_\_\_\_\_

Title: Executive Director

Title: \_\_\_\_\_

Dated: 7/31/2018

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.

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**COUNTY OF ORANGE**

A Political Subdivision of the State of California

By: \_\_\_\_\_  
Dylan Wright, Director  
OC Community Resources

Dated: \_\_\_\_\_

**APPROVED AS TO FORM  
COUNTY COUNSEL**

DocuSigned by:  
By: Carolyn S. Frost Carolyn S. Frost  
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DEPUTY COUNTY COUNSEL

Dated: 7/20/2018



## ATTACHMENT A-1

### SCOPE OF SERVICES

#### 1. **Scope of Services Summary**

- A. **Activities:**  
 CONTRACTOR WISEPlace shall perform all services set forth in the program description and will be responsible for administering program funded with local funds, as described as follows, in a manner satisfactory to the COUNTY and consistent with any standards required as a condition of providing these funds.
- B. **Program Description:**  
 CONTRACTOR will operate a low barrier women's shelter at WISEPlace for those experiencing homelessness from Orange County.
- C. **Eligible Participants:**  
 For the purposes of the Program (PROGRAM), a person/household is considered to be homeless only when he/she/they lack(s) a fixed, regular and adequate nighttime residence and reside(s) in a place not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, motels, or other shelters, or for reference as further defined in 24 CFR Part 576.2.
- D. **Use of Funds:**  
 Funds will be used to provide contracted services, such as providing safety net services, and case management services including shelter and connections to service providers. Said services and operations shall be low-barrier and engagement rich to provide people experiencing homelessness a pathway to service connections, health care, housing and stability.
- E. **Reporting:**  
 CONTRACTOR is required to submit reports, as agreed upon with COUNTY staff, in a form mutually agreed upon by WISEPLACE and OC Community Services. Details may include but are not limited to safe sleep numbers, employment number, entries, exits, etc. Other reporting items will be determined in coordination with County.

CONTRACTOR will enter the data in the Homeless Management Information System (HMIS).

CONTRACTOR will, collaborate with COUNTY and 211-Orange County on Coordinated Entry system and other Continuum of Care services/efforts.

#### 2. **Description of Program**

The CONTRACTOR will provide the following:

Shelter Services - At night the area will be used as an overnight shelter which may accommodate up to 60 beds for women seeking a safe place, service connections, hygiene services, showers & restrooms, meals and place to rest.

### 3. Description of Services/CONTRACTOR Responsibilities

The PROGRAM will meet the COUNTY's need to provide emergency shelter with showers, food and supportive services for the homeless population. This will include operating, maintaining, staffing and coordinating the resources of the PROGRAM. Applicant must have the ability to operate 24/7 365 days a year.

#### A. Shelter Requirements (applicable to all sites)

CONTRACTOR will:

1. Ensure that PROGRAM will be in operation 24/7 (24 hours per day, 7 days a week). CONTRACTOR is expected to have a 24 hour contact available to SAFEPlace staff for emergency purposes.

#### B. Site Management Tasks

CONTRACTOR will:

1. Take appropriate action for medical/mental health emergencies.
2. Complete a management report gathering data mutually agreed on by CONTRACTOR and COUNTY.
3. Provide supervision of the homeless guests including shelter entry registration and the scheduling of meals, showers and other personal services as needed. The CONTRACTOR will provide site Managers.

#### C. Administrative Management Tasks

CONTRACTOR will:

1. Work in partnership with the County of Orange/OCCR to be a "Good Neighbor", informing the public about the positive aspects of the program, being responsive to community concerns, and working closely with city/local government to minimize the impact of the program on the surrounding neighborhood.
2. Submit policies and procedures for PROGRAM including but not limited to all aspects of services, management plan, staff responsibilities and staff coordination.
3. Coordinate with COUNTY agencies engaged with the homeless including but not limited to, Health Care Agency, Social Services Agency, and OC Community Resources, and will also, engage local agencies, social services programs and volunteers to assist with program services. All efforts shall be coordinated with current COUNTY services.
4. Provide 24/7 on call staff to the COUNTY Program Manager for emergencies.
5. Provide Liability and other required insurances to cover accidents or injuries caused as a result of operating shelters for the homeless at the sites.
6. Provide supplies and equipment as needed. It is the CONTRACTOR's responsibility to inventory the supplies.
7. Review all billings and assure payments, if applicable.
8. Provide training as needed to staff, and direction to engaged community groups and volunteers, as appropriate.

9. Work with COUNTY supplied cots and sleeping mats to be provided by the COUNTY at no costs.
10. Bring laundry facilities onsite to be reimbursed by the COUNTY.
11. Provide clean towels and the launder towels as part of the services provided by CONTRACTOR to the homeless.
12. Ensure blankets and mats are regularly cleaned and use reasonable care to ensure they remain clean and free of parasitic infestations and other pests.
13. Coordinate with OC Community Resources, other COUNTY agencies and community-based organizations, as necessary and appropriate.

D. Performance Metrics

1. CONTRACTOR will have a target of 3 housing exits/month.
2. CONTRACTOR will submit reports on a daily, weekly and monthly basis. Daily report will include safe sleep numbers, meals served and other data points as agreed upon with the COUNTY. Data and due dates for the weekly and monthly reports will be items mutually agreed upon with the COUNTY and data collected through HMIS.

4. **Program Design**

- A. Low Barrier Criteria - The site is designed to encourage participation by providing low-barriers to entry, and accommodate any person who identifies as homeless. All women identifying as homeless and seeking help will be welcomed, and CONTRACTOR will rapidly triage families with children, unaccompanied youth, and victims of domestic violence / sex trafficking from the site to area agencies who can provide specialized programs and services to better address the needs of these populations as quickly as possible.

Entry criteria for adults who are homeless include:

- Homeless (HUD Definition)
- Women Age 18 or older (youth will be immediately triaged to a youth provider if possible)
- Ambulatory and not requiring hospital or nursing home care
- Agree to be nonviolent
- Agree not to use or sell drugs or illegal substances on the premises
- Agree to treat other clients, staff and the property with respect
- Agree to obey fire and other safety regulations
- Agree to follow posted shelter rules, including signing in at entry

Safe Shelter Access - The SAFEPlace will be open 24 hours a day, seven days a week, including all holidays. Up to 60 nightly beds will be available on a first-come-first-serve basis. The goal will be to provide a safe, secure sleeping area to those in need. It is anticipated that the service needs of most of the homeless guests will be very high, and CONTRACTOR developed staffing plans based on addressing those needs while keeping everyone safe.

- Sleeping Areas - Up to 60 shelter beds will be made available each night, CONTRACTOR will configure the site to accommodate a variety of needs. Beds will consist of a cot, foam sleeping mat and a blanket or blankets. Guests will be assigned a bed and blanket through the intake process. Sleeping areas

will allow for the following sections/bed types:

- o Adult women
- o Disabled women
- o Worker Section (those who are employed and homeless)
- o Overflow section (as needed for overflow, transgendered, re-entry drop-offs)

B. Meals – CONTRACTOR will provide meals in one area of the site. Meals and food-related supplies will be provided by CONTRACTOR.

C. Storage - CONTRACTOR expects that guests will be allowed to bring a small amount of personal items into their sleeping area. They will be given a second bin for storing additional items onsite. They will be allowed to bring one bicycle.

CONTRACTOR will coordinate the on-going process with COUNTY, and proposes an initial process in which empty bins with lids are available for nightly guests. The storage area will provide guests with a CONTRACTOR -provided storage bin.

CONTRACTOR recognizes that guests value their belongings, and CONTRACTOR will work with every guest to find the balance between creating a safe and sanitary environment while honoring the value of personal possessions.

D. Entry Process - During the daytime Security will ask those entering to sign in and staff will be on hand to assist guests to services they may choose to access.

No one seeking shelter for the night will be turned away providing they are not a danger to themselves or others, and there is capacity at SAFEPlace. Security has designated 11 pm as “lights out.” Anyone who chooses to leave during the night is free to do so; however, they will not be allowed back in until the next day, and stored items might not be immediately accessible and may need to be retrieved the following day. Security will generally close storage, showers, and other amenities during “lights out”; however anyone needing a reasonable accommodation will be accommodated if possible.

Guests will be asked if they completely understand any intake/assessment forms which may be completed for services. If needed, SAFEPlace will make accommodations for language needs.

E. Security - Security is in place 24 hours a day, 7 days a week, to help provide a peaceful environment for those seeking services and respite from the streets. There will be full time and part time security at all times on the premises.

F. Case Management Services – Case Management services will be provided to the persons who are homeless / chronically homeless who utilize this low-barrier shelter and service center. The case managers will aid in triaging participants to services that best meet their needs, and then link them to those area services. The goal of low-barrier services is to provide progressive engagement to chronically



homeless who are challenging to serve and reluctant to seek assistance due to mental health challenges, substance use, and chronic health conditions. Once linked to existing services within the County, participants will be on a path that leads towards permanent supportive housing, alternative stable housing, and stability. Case managers may also help divert people from shelter through family reunification and other means. Through linkages and diversion Case Managers will work to decrease length of stay at the SAFEPlace and increase housing stability. This project will align with the Orange County Continuum of Care (CoC) and coordinated entry system. Staff will receive Orange County CoC / CES / or other training offered in best practices and local CoC process.

- G. CONTRACTOR acknowledges that they are required to collaborate with other homeless services agencies.
- H. CONTRACTOR will ensure all insurance coverage requirements are fulfilled prior to the initial date of program operations.
- I. CONTRACTOR shall comply with all State of California and local regulations, as applicable.
- J. CONTRACTOR will partner with medical or law enforcement in the event of an emergency. With the nature of the population being served at the shelter, there is a need to take precautions, should a medical need or emergency arise. The first reaction for any emergency situation would be to call 9-1-1. Staff and volunteers at these sites will be provided with additional emergency contact numbers. All staff and volunteers at the Program shall be trained on the appropriate emergency procedures in order to handle crisis situations in the most effective manner possible.

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

This is a cost reimbursable CONTRACT between the COUNTY and the CONTRACTOR for up to \$2,074,544 for the period of October 1, 2018 through September 30, 2019, 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 1/12<sup>th</sup> 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, 4<sup>th</sup> 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, 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, are attached hereto and incorporated herein by reference.



**ATTACHMENT C-2**  
**BUDGET SCHEDULE**

**1. Budget Schedule**

A. Anticipated Administration and Program Cost Budget

<b>Project Costs</b>	<b>Total</b>
<b>Project Activity:</b> Staffing Labor, Benefits and Contract Labor	\$534,021
<b>Project Activity:</b> Services, Security, repairs & maintenance, transportation, utilities, janitorial service	\$905,316
<b>Project Activity:</b> Equipment, office and program supplies, food	\$256,080
<b>Project Activity:</b> Overhead	\$328,127
<b>Project Activity:</b> other (Admin/data)	\$51,000
<b>Grand Total</b>	<b>\$2,074,544</b>

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

**ATTACHMENT D-1**

**STAFFING PLAN**



**Staffing Plan**

**Project Title:** SAFEPlace

Title	FTE*
Case Manager	3
Attendant	5.0
Housekeeper/Donations Coordinator	1.4
HMIS/Admin	1.4
Program Manager	1.0

\*FTE = Full-Time Equivalent

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of the COUNTY Project Manager.

The COUNTY may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and time of the service/class required. Assignment of additional key personnel shall be subject to COUNTY approval.