



~~FOURTH~~THIRD AMENDMENT
CONTRACT No. 17-27-0025-FCSP

**BETWEEN THE COUNTY OF ORANGE
 AND
 ST. JUDE HOSPITAL, INC. dba ST. JUDE MEDICAL CENTER
 For
 FAMILY CAREGIVER SUPPORTIVE PROGRAM SERVICES
 CFDA# 93.052 TITLE III-E: NFCSP
 CALIFORNIA DEPARTMENT OF AGING; OLDER AMERICANS ACT
 FAIN # [48AACAT3FC & 19AACAT3FC1901CAO AFC-01](#)
 OLDER AMERICANS ACT TITLE III
 GRANTS FOR STATE & COMMUNITY PROGRAMS ON AGING
 FAMILY CAREGIVER SUPPORT PROGRAM SERVICES
 DEPARTMENT OF HEALTH & HUMAN SERVICES GRANT**

This AMENDMENT to CONTRACT No. 17-27-0025-FCSP, hereinafter referred to as "~~Fourth~~Third 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 St. Jude Hospital, Inc. dba St. Jude Medical Center, a California non-profit Corporation, DUNS #787460625, with a place of business at 130 West Bastanchury Road, Fullerton, CA 92835-2502; hereinafter referred to as "SUBRECIPIENT," with COUNTY and SUBRECIPIENT sometimes referred to as "PARTY," or collectively as "PARTIES."

RECITALS

WHEREAS, COUNTY and SUBRECIPIENT entered into CONTRACT No. 17-27-0025-FCSP, hereinafter referred to as "~~ORIGINAL~~ CONTRACT," for the provision of Senior Services, commencing July 1, 2017, through June 30, 2018, in the amount not to exceed \$716,977; and

WHEREAS, the COUNTY executed First Amendment to increase the CONTRACT by the monetary amount of \$80,504, for a new maximum obligation of \$797,481 and replace Attachment A, Scope of Services, with Attachment A-1; and replace Attachment C, Budget, with Attachment C-1; and

WHEREAS, the COUNTY executed Second Amendment to renew the service ~~CONTRACT~~contract for the period of July 1, 2018, through June 30, 2019 with a maximum monetary amount of \$827,584 and replace Attachment A-1, Scope of Services, with Attachment A-2; replace Attachment C-1, Budget, with Attachment C-2; and replace Attachment F, Focal Points, with Attachment F-1

WHEREAS, the ~~PARTIES-COUNTY~~ executed Third Amendment — new — desire to increase the CONTRACT by the monetary amount of \$258,729, for a new maximum obligation of \$1,086,313 and replace Attachment A-2, Scope of Services, with Attachment A-3; and replace Attachment C-2, Budget, with Attachment C-3; and

WHEREAS, the PARTIES now desire to renew the service CONTRACT for the period of July 1, 2019, through June 30, 2020, and with a maximum monetary amount of \$1,044,806.00, and replace Attachment A-3, Scope of Services, with Attachment A-4; and replace Attachment B, Compensation/Payment, with Attachment B-1; and replace Attachment C-3, Budget, with Attachment C-4; and replace Attachment D, Staffing Plan with Attachment D-1.

~~**WHEREAS**, the PARTIES now desire to renew the service CONTRACT for the period of July 1, 2019, through June 30, 2020, and with a maximum monetary amount of \$XXXX, and replace Attachment A-3, Scope of Services, with Attachment A-4; and replace Attachment C-3, Budget, with Attachment C-4; and~~

~~**WHEREAS**, CONTRACTOR performance is satisfactory as required by the CONTRACT in order to satisfy this Amendment.~~

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

1. The CONTRACT is amended for a new maximum obligation of \$1,044,806.
 2. Replace Attachment A-3, Scope of Services, with Attachment A-4.
 3. Replace Attachment B, Compensation/Payment, with Attachment B-1.
 4. Replace Attachment C-3, Budget, with Attachment C-4.
 5. Replace Attachment D, Staffing Plan, with Attachment D-1.
 6. Contract Term: The CONTRACT is hereby renewed for the period of July 1, 2019, through June 30, 2020. This CONTRACT may be renewed for one additional one year term pursuant to the ORIGINAL CONTRACT Term.
1. ~~The CONTRACT is amended to increase the monetary limit in the amount of \$258,729, for a new maximum obligation of \$1,086,313.~~
 2. ~~Replace Attachment A-23, Scope of Services, with Attachment A-34.~~
 3. ~~Replace Attachment C-23, Budget, with Attachment C-34.~~

Except as otherwise expressly set forth herein, all terms and conditions contained in the ~~Original CONTRACT~~ 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 WAS INTENTIONALLY LEFT BLANK

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

*St. Jude Hospital, Inc. dba St. Jude Medical Center

By: _____ By: _____

Name: _____ (Print) Name: _____ (Print)

Title: _____ Title: _____

Dated: _____ 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: _____ Dated: _____
Dylan Wright, Director
OC Community Resources

**APPROVED AS TO FORM
DEPUTY COUNTY COUNSEL**

By: _____ Dated: _____
DEPUTY COUNTY COUNSEL

Family Caregiver Support Program

Family Caregiver Support Program (FCSP) is funded under the Older Americans Act Title III.E. FCSP services are designed to reduce caregiver burden, enable caregivers to remain in the workforce, and prevent, or delay, the need for a higher level of care for the care receiver.

FCSP services are provided County-wide to eligible older adult's family caregiver, must be 18 years of age or older. Older adult care receivers must be age 60 years or older, or individuals of any age with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction.

FCSP services include:

PROJECT COMPONENT	MAIN ACTIVITIES
Family Caregiver Support Program (FCSP)	<p><u>Information Services</u>: that provide public information and community education on resources and services available to current and potential caregivers and their families.</p> <p><u>Access Assistance</u>: including information assistance, interpretation/translation, and legal resources for caregivers.</p> <p><u>Support Services</u>: including caregiver assessments, counseling, support groups, and training.</p> <p><u>Respite Care</u>: that provides caregivers with temporary in-home or out of home relief from caregiving responsibilities.</p> <p><u>Supplemental Services</u>: that provide assistive devices, home adaptations, caregiver registry services, and emergency cash or material aid, on a limited basis, to assist with caregiving responsibilities.</p>

The following are the CDA Service Categories for the FCSP program as cited in the CDA Service Categories and Data Dictionary revisions effective July 1, 2014 2018.

1. Service Categories:

a. Information Services

Information Services means the provision of public information on caregiving and/or community education on caregiving, including information about available services. **CDA Unit of Service: 1 Activity**

Public Information on Caregiving means an FCSP Information Service designed to provide information about available FCSP and other caregiver support resources and services by disseminating publications, conducting media campaigns, and maintaining electronic information systems (e.g., quarterly newsletter).

Attachment A-243

Community Education on Caregiving means an FCSP Information Service designed to educate groups of current or potential caregivers and those who may provide them with assistance about available FCSP and other caregiver support resources and services (e.g., booth at a health fair).

b. Access Assistance

Access Assistance means the provision of caregiver outreach, caregiver information and assistance, caregiver interpretation/–translation services, and caregiver legal resources in order to link caregivers to the opportunities and services that are available. **CDA Unit of Service: 1 Contact**

Caregiver Outreach means an FCSP Access Assistance service involving interventions (one-on-one contacts with individuals) initiated by an agency or provider for the purpose of identifying caregivers and encouraging their use of existing caregiver support services.

~~(Example: e.g., Caregiver Info Van staff initiated contacts in front of local market.)~~

Caregiver Information and Assistance means an FCSP Access Assistance service that:

- Provides caregivers with information on services available within the communities, including caregiving information related to assistive technology and caring for older individuals at risk ~~of~~ ~~for~~ institutional placement.
- Links caregivers to the services and opportunities that are available within the communities.
- To the maximum extent practicable, establishes adequate follow-up procedures (caregiver may remain anonymous and refuse follow-up contact).

Caregiver Interpretation/ Translation means an FCSP Access Assistance service for the provision of bilingual communication assistance to a caregiver in order to access assistance and receive support for his or her caregiving responsibilities.

~~(Example: e.g., Staff interpreting dialog between caregiver & care consultant staff translating an elder's prescription drug label for his caregiver).~~

Caregiver Legal Resources means an FCSP Access Assistance service involving one-to-one guidance provided by an attorney (or person under the supervision of an attorney) in the use of legal resources and services when assisting a caregiver with caregiving-related legal issues.

c. Support Services

Support Services means the provision of caregiver assessment, caregiver counseling, caregiver peer counseling, caregiver support groups, caregiver training, and (if necessary) caregiver case management. **CDA Unit of Service: 1 Hour** (time includes preparation, service provision, related travel)

Caregiver Assessment means an FCSP Support Service conducted by persons trained and experienced in the skills required to deliver the service that should

Attachment A-243

result in a plan that includes emergency back-up provisions and is periodically updated; and will explore options and courses of action for caregivers by identifying their:

- Willingness to provide care
- Duration and care frequency preferences
- Caregiving abilities
- Physical health, psychological, social support, and training needs
- Financial resources relative for caregiving
- Strengths and weaknesses within the immediate caregiving environment and (caregiver's) extended informal support system

Caregiver Counseling means an FCSP Support Service provided to a caregiver by a person appropriately trained and experienced in the skills required to deliver the level of support needed for stress, depression and loss as a result of caregiving responsibilities. This service:

- May involve his or her informal support system
- May be individual direct sessions and/or telephone consultations
- May address caregiving-related financial and long-term care placement responsibilities

Caregiver Peer Counseling means an FCSP Support Service provided by experienced volunteers on the condition that appropriate training and qualified supervision protocols are in place.

Caregiver Support Group means an FCSP Support Service provided to a group of three to twelve caregivers that is led by a competent facilitator; conducted at least monthly within a supportive setting or via a controlled access, moderated online or teleconference approach; for the purpose of sharing experiences and ideas to ease the stress of caregiving, and to improve decision making and problem solving related to their caregiving responsibilities.

Caregiver Training means an FCSP Support Service consisting of workshops or one-on-one individually tailored sessions, conducted either in person or electronically by a skilled and knowledgeable individual, to assist caregivers in developing the skills and gaining the knowledge necessary to fulfill their caregiving responsibilities; and address the areas of health, nutrition, and financial literacy.

Caregiver Case Management means an FCSP Support Service provided by a person who is trained and experienced in the skills that are required to coordinate and monitor the provision of formal caregiver-related services in circumstances where caregivers are experiencing diminished capacities due to mental impairment or temporary severe stress and/or depression.

d. Respite Care

Respite Care means a brief period of relief or rest from caregiving responsibilities, and is provided to caregivers on an intermittent, occasional, or emergency basis in a manner that responds to the individual needs and preferences of the

Attachment A-243

caregivers and their care receivers, rather than a pre-established set amount offered on a "first come, first served" waiting list basis.

CDA Unit of Service: 1 Hour (time includes service provision and related travel)

Caregiver Respite In-Home Supervision means an FCSP Respite Care service that includes the provision of care receiver day and/or overnight supervision and friendly visiting by an appropriately skilled provider or volunteer in order to prevent wandering and health or safety incidents.

Caregiver Respite Homemaker Assistance means an FCSP Respite Care service that includes the provision of care receiver assistance with meal preparation, medication management, using the phone, and/or light housework (along with care receiver supervision) by an appropriately skilled provider or volunteer.

Caregiver Respite In-Home Personal Care means an FCSP Respite Care service that includes the provision of care receiver assistance with eating, bathing, toileting, transferring, and/or dressing (along with care receiver supervision and related homemaker assistance) by an appropriately skilled provider.

Caregiver Respite Home Chore means an FCSP Respite Care service that includes an appropriately skilled provider or volunteer assisting a caregiver with heavy housework, yard work, and/or sidewalk and other routine home maintenance (but not structural repairs) associated with caregiving responsibilities.

Caregiver Respite Out-of-Home Day Care means an FCSP Respite Care service where the care receiver attends a supervised/protective, congregate setting during some portion of a day, and includes access to social and recreational activities.

Caregiver Respite Out-of-Home Overnight Care means an FCSP Respite Care service where the care receiver is temporarily placed in a supervised/protective, residential setting for one or more nights, and may include access to nursing and personal care.

e. Supplemental Services

Note: No more than 20 percent of the budget for program services may be expended on Supplemental Services.

Assistive Devices for Caregiving means an FCSP Supplemental Service involving that involves the purchase, rental and/or service fee of any equipment or product system (ranging from a a lift chair or bathtub transfer bench to an electronic pill dispenser or emergency alert fall prevention device) in order to facilitate and fulfill caregiving responsibilities.

CDA Unit of Service: 1 Device is 1 Occurrence.

Home Adaptations for Caregiving means an FCSP Supplemental Service that makes any minor or major physical change to the home (ranging from installation of grab bars or replacement of door handles to construction of an entrance ramp or roll-in shower) in order to fulfill caregiving responsibilities.

CDA Unit of Service: 1 Modification is 1 Occurrence.

Attachment A-243

Caregiving Services Registry means an FCSP Supplemental Service that recruits, screens, and maintains a listing of dependable, qualified self-employed homemaker or respite care workers who may be matched with caregivers willing to use personal resources to pay for assistance with their caregiving responsibilities. Both the caregiver and self-employed worker will be:

- Advised about appropriate compensation and workplace performance expectations
- Provided with follow-up to ensure the match is functioning effectively

CDA Unit of Service: 1 Hour of service is 1 Occurrence.

Caregiving Emergency Cash/ Material Aid means an FCSP Supplemental Service that arranges for and provides assistance to caregivers in the form of commodities, surplus food, emergency cash, transit passes, meals and vouchers that will help meet identified needs associated with an individual caregiver's responsibilities.

CDA Unit of Service: 1 Assistance is 1 Occurrence.

Federal Award Identification

A. Subrecipient Name: St. Jude Hospital, Inc. DBA St. Jude Medical Center

B. Subrecipient's Unique Identifier (DUNS): 787460625

C. Federal Award Identification Number (FAIN): 1901CAO AFC-01

D. Federal Award Date: 2019-2020

E. Subaward Period of Performance: July 1, 2019 to June 30, 2020

F. Total Amount of Federal Funds Obligated by the Action: \$1,044,806

<u>CFDA</u>	<u>FAIN</u>	<u>Award Date</u>	<u>Formula Funds</u>	<u>Amount</u>
<u>93.052</u>	<u>1901CAO AFC-01</u>	<u>2019</u>	<u>Title III-E</u>	<u>\$313,441.25</u>
<u>93.052</u>	<u>1901CAO AFC-01</u>	<u>2020</u>	<u>Title III-E</u>	<u>\$731,364.75</u>
<u>TOTAL:</u>				<u>\$1,044,806</u>

G. Total Amount of Federal Funds Obligated to the Subrecipient: \$1,044,806

H. Total Amount of the Federal Award: \$1,044,806

I. Federal Award Project Description: National Family Caregiver Support, Title III, Part E

J. Federal Awarding Agency: U.S. Department of Health and Human Services; Administration for Community Living

K. Name of PTE: California Department of Aging and County of Orange Office on Aging

L. Contact Information for the Awarding Official: Renee Ramirez, Director (714) 480-6483, Renee.Ramirez@occr.ocgov.com

Attachment A-~~243~~

M. CFDA Number and Name: #93.052 National Family Caregiver Support, Title III, Part E

N. Whether Award is R&D: No

O. Indirect Cost Rate for the Federal Award: 10%

-ATTACHMENT B-

1



COMPENSATION/PAYMENT
FAMILY CAREGIVER SUPPORT PROGRAM SERVICES

1. COMPENSATION:

This is a CONTRACT between the COUNTY and the SUBRECIPIENT for ~~\$1,044,806~~1,044,806 as set forth in Attachment A. Scope of Services attached hereto and incorporated herein by reference. The SUBRECIPIENT 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 SUBRECIPIENT 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:

SUBRECIPIENT 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. SUBRECIPIENT 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 cost of services/activities shall be submitted to the address specified below upon the completion of the services/activities and approval of the COUNTY Project Manager. SUBRECIPIENT 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 SUBRECIPIENT.

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

-ATTACHMENT B-

1

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 Accounting
1770 North Broadway, 4th Floor
Santa Ana, CA 92706-2642

4. INVOICING INSTRUCTIONS:

Further instructions regarding invoicing/reimbursement as set forth in Exhibit 2-OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

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

The Demand Letter/Invoice must include Delivery Order (DO) Number, Contract Number, Service date(s) – Month of Service along with other required documentation (See Exhibit 2).

5. OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY:

Further instructions regarding invoicing/reimbursements as set forth in Exhibit 2 – OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.



BUDGET
 FAMILY CAREGIVER SUPPORT PROGRAM SERVICES
 Title III-E FUNDING

1. SUBRECIPIENT's Budget

Cost Categories	Budgeted Costs
Personnel	\$ <u>840,684,959,615</u>
Travel and Training	\$ <u>16,0000</u>
Equipment	\$0
Consultant/Professional Services	\$ <u>229,62985,191</u>
Other Costs	\$0
Indirect Costs	\$0
Total Budgeted Costs	\$<u>1,086,313,044,806</u>

25% Match	Match Amount
Cash	\$ <u>362,10448,269</u>
In-Kind	\$0
Total Match	\$<u>362,104348,269</u>

2. The above Cost Categories is an overview of the actual budget approved by the Office on Aging. SUBRECIPIENT shall be responsible for and maintain the approved *Budget Summary by Funding Source and Revenue Sources* spreadsheet that is provided to SUBRECIPIENT from Office on Aging. The *Budget Summary by Funding Source and Revenue Sources* spreadsheet shall be maintained and completed in accordance with the Office on Aging policies and processes. Any deviation from the Office on Aging approved budget, may and can delay acceptance of budgets and/or reimbursements.

3. **Payments**

SUBRECIPIENT agrees that any and all funds received under this CONTRACT annually for each respective fiscal year shall be disbursed on or before June 30, and that any and all funds remaining as of June 30 annually, which have not been disbursed shall be returned by SUBRECIPIENT to COUNTY within thirty (30) days of the expiration or earlier termination of the CONTRACT in accordance with Paragraph K of this CONTRACT. No expense of SUBRECIPIENT will be reimbursed by COUNTY if incurred after June 30 of each fiscal year.

Upon the effective date of this CONTRACT, COUNTY shall make payment to SUBRECIPIENT in accordance with the following payment schedule:

- A. Monthly Payments: Beginning August 1, upon receipt and approval by OC Community Resources – OC Community Services of SUBRECIPIENT's invoice showing prior month(s) actual expenditures, COUNTY shall make monthly reimbursement payments based on SUBRECIPIENT's invoice so long as the total payments under this CONTRACT do not exceed the CONTRACT maximum obligation.
- B. COUNTY Discretion: At the sole discretion of COUNTY, payments to SUBRECIPIENT may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by SUBRECIPIENT.
- C. Invoices: SUBRECIPIENT shall provide monthly invoices by the 10th day following the month being reported. Invoices shall show the most up to date costs chargeable to the program(s) referenced in this CONTRACT.
- D. If SUBRECIPIENT expenditures for any program referenced in this CONTRACT fall below 20% of planned expenditures for any cumulative period commencing from the beginning of the term of this CONTRACT, SUBRECIPIENT may be subject to a reduction in funding. No payments will be authorized if any preceding month's reports or invoices have not been received.

STAFFING PLAN
St. Jude
Family Caregiver Resource Center
July 1, 2019 – June 30, 2020

Title	FTE*
Director	1.00
Program Supervisor	1.00
Social Worker – MSW Syp	1.00
Social Worker – MSW PL	1.00
Social Worker – BSW NE	1.00
Social Worker – BSW CK	1.00
Social Worker – BSW TTH	1.00
Social Worker – BSW ADLK	1.00
Social Worker – MSW AT	1.00
Social Worker – MSW PN	1.00
Social Worker – MSW DI (PT)	0.25
Admin Assistant – RC	1.00
Admin Assistant – AK	1.00
Accounting Support IB/AM	0.20
TOTAL:	12.45

*1.00 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 pre-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.