



**SECOND 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 # 18AACAT3FC & 19AACAT3FC
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 "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 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 PARTIES desire to amend and modify to renew the service 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, 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. Modify Paragraph 2 Contract Term as follows:

From:

“This CONTRACT shall commence on July 1, 2017 and continue through June 30, 2018 for one (1) year, unless otherwise terminated by the COUNTY. This CONTRACT may be renewed for three (3) additional one (1) year terms under the same terms, conditions, and scope of service by mutual written agreement of both PARTIES. The COUNTY does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors. At no time may this CONTRACT be renewed past four (4) years from the initial CONTRACT term of the RFP cycle.”

To:

“This CONTRACT shall commence on **July 1, 2018** and continue through **June 30, 2019** for one (1) year, unless otherwise terminated by the COUNTY. This CONTRACT may be renewed for **two (2)** additional one (1) year terms under the same terms, conditions, and scope of service by mutual written agreement of both PARTIES. The COUNTY does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors. At no time may this CONTRACT be renewed past four (4) years from the initial CONTRACT term of the RFP cycle.”

2. Modify Paragraph 3 Contingency of Funds as follows:

From:

“SUBRECIPIENT acknowledges that funding or portions of funding for this CONTRACT may be contingent upon receipt of funds from, and/or obligation of funds by, Federal, State of California and/or local funds to COUNTY; and inclusion of sufficient funding for the services hereunder in the budget approved by COUNTY’s Board of Supervisors for each fiscal year covered by this CONTRACT. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty.”

To:

“SUBRECIPIENT acknowledges that funding or portions of funding for this CONTRACT may be contingent upon receipt of funds from, and/or obligation of funds by, Federal, State of California and/or local funds to COUNTY; and inclusion

of sufficient funding for the services hereunder in the budget approved by COUNTY's Board of Supervisors for each fiscal year covered by this CONTRACT. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, COUNTY may terminate **upon the (10) days written notice** or modify this CONTRACT without penalty."

3. Modify Paragraph 4 Maximum Obligation as follows:

From:

"The total Maximum Obligation of COUNTY to the SUBRECIPIENT for the cost of services provided in accordance with this CONTRACT is \$797,481 (Seven Hundred Ninety-Seven Thousand Four Hundred Eighty-One Dollars), with individual Maximum Obligation budgets for each Fiscal Year as further detailed in the Budget, identified and incorporated herein by this reference as Attachment "C."

To:

"The total Maximum Obligation of COUNTY to the SUBRECIPIENT for the cost of services provided in accordance with this CONTRACT is **\$827,584 (Eight Hundred Twenty-Seven Thousand, Five Hundred Eighty-Four Dollars)**, with individual Maximum Obligation budgets for each Fiscal Year as further detailed in the Budget, identified and incorporated herein by this reference as Attachment "C-2."

4. Modify Paragraph 42.G.ii.e Records and Audits as follows:

From:

"Procure audit services in accordance with OMB Circular A-110 procurement standards and provide maximum opportunity for small and minority audit firms;"

To:

"Procure audit services in accordance with **2 CFR Part, 215.40** OMB Circular A-110 procurement standards and provide maximum opportunity for small and minority audit firms;"

5. Modify Paragraph 45.B as follows:

From:

"Encryption on Portable Computing Devices

SUBRECIPIENT is required to encrypt data collected under this CONTRACT that is confidential, sensitive, and/or personal including data stored on portable

computing devices (including, but not limited to, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).”

To:

“Encryption on Portable Computing Devices

SUBRECIPIENT is required to encrypt **use 128-Bit encryption for** data collected under this CONTRACT that is confidential, sensitive, and/or personal including data stored on portable computing devices (including, but not limited to, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).”

6. Modify Paragraph 50.B. Property as follows:

From:

“Property meeting all of the following criteria is subject to the reporting requirements:

- i. Has a normal useful life of at least one (1) year
- ii. Has a unit acquisition cost of at least \$500 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit)
- iii. Is used to conduct business under this CONTRACT.”

To:

“Property **acquired under this contract, which meets any of the following criteria is subject to the reporting requirements:**

- i. Has a normal useful life of at least one (1) year **and has a unit acquisition cost of at least \$500 (desktop or laptop setup, is considered a unit, if purchased as a unit).**
- ii. **All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook, computers, tablets, smartphones and cellphones).**
- iii. **All portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).”**

7. Modify Paragraph 50.E Property as follows:

From:

“SUBRECIPIENT shall keep track of property purchased with funds from this CONTRACT, and submit to COUNTY annually with the Closeout, in electronic form, a cumulative inventory of all property furnished or purchased with funds awarded under the terms of this CONTRACT or any predecessor CONTRACT for the same purpose. SUBRECIPIENT shall use the electronic version of the Report of Property Furnished/Purchased with CONTRACT Funds (CDA 32), to report property to COUNTY unless otherwise directed by COUNTY.

SUBRECIPIENT shall record the following information when property is acquired:

- i. Date acquired
- ii. Item description (include model number)
- iii. CDA tag number or other tag identifying it as CDA property
- iv. Serial number (if applicable)
- v. Purchase cost or other basis of valuation
- vi. Fund source”

To:

“SUBRECIPIENT shall keep track of property purchased with funds from this CONTRACT, and submit to COUNTY a **Property Acquisition Form (CDA 9023)**, in electronic form, **for** all property furnished or purchased with funds awarded under the terms of this CONTRACT, **as instructed by COUNTY or CDA**. SUBRECIPIENT shall **certify their reported property inventory annually with the Closeout by completing the Program Inventory Certification (CDA 9024)** to COUNTY unless otherwise directed by COUNTY.

SUBRECIPIENT shall record, **at a minimum**, the following information when property is acquired:

- i. Date acquired
- ii. Item description (include model number)
- iii. CDA tag number
- iv. Serial number (if applicable)
- v. Purchase cost or other basis of valuation
- vi. Fund source”

8. Modify Paragraph 50.F.i. Property as follows:

From:

“Disposal of Property

- i. Prior to disposal of any property purchased with funds from this CONTRACT or any predecessor CONTRACT, SUBRECIPIENT must obtain approval from CDA for all items with a unit cost of \$500 or more. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. SUBRECIPIENT shall email to COUNTY the electronic version of the Request to Dispose of Property (CDA 248). CDA will then instruct COUNTY on disposition of the property, and COUNTY will notify SUBRECIPIENT. Once approval for disposal has been received from CDA, the item(s) shall be removed from SUBRECIPIENT’s inventory report.”

To:

“Disposal of Property

- i. Prior to disposal of any property purchased with funds from this CONTRACT or any predecessor CONTRACT, SUBRECIPIENT must obtain approval from CDA for **reportable property**. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. SUBRECIPIENT shall email to COUNTY the electronic version of the Request to Dispose of Property (CDA 248). CDA will then instruct COUNTY on disposition of the property, and COUNTY will notify SUBRECIPIENT. Once approval for disposal has been received from CDA, **and the COUNTY has reported to CDA the Property Survey Report’s (STD 152) Certification of Disposition**, the item(s) shall be removed from SUBRECIPIENT’s inventory report.”

9. Modify Paragraph F Acceptance/Payment as follows:

From:

“Acceptance/Payment:

Unless otherwise agreed to in writing by the COUNTY, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of COUNTY, and 2) payment shall be made in arrears after satisfactory acceptance.”

To:

“Acceptance/Payment:

Unless otherwise agreed to in writing by the COUNTY, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of COUNTY, and 2) payment shall be made in arrears after satisfactory acceptance. **However, this provision does not preclude the COUNTY, after payment has been made, from disputing any items or services involved or billed under this CONTRACT as identified in Paragraph 41.D. of this CONTRACT.”**

10. Insert Paragraph R Changes as follows:

“SUBRECIPIENT shall make no changes in the work or perform any additional work without the COUNTY’s specific written approval.”


11. Replace Attachment A-1, Scope of Services, with Attachment A-2.
12. Replace Attachment C-1, Budget, with Attachment C-2.
13. Replace Attachment F, Focal Points, with Attachment F-1

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.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

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

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

By:  _____
03C9C0B535F422...

By: _____

Name: Brian Helleland
(Print)

Name: _____
(Print)

Title: Chief Executive

Title: _____

Dated: 5/2/2018

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.

COUNTY OF ORANGE

A Political Subdivision of the State of California

^{DS}
KWP

By: _____
Dylan Wright, Director
OC Community Resources

Dated: _____

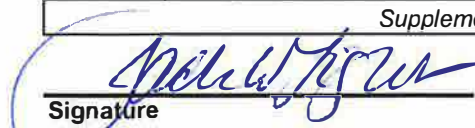
**APPROVED AS TO FORM
DEPUTY COUNTY COUNSEL**

By:  _____ Carolyn S. Frost
D0A636D76D0B425...
DEPUTY COUNTY COUNSEL

Dated: 5/1/2018

ATTACHMENT A-2 SCOPE OF SERVICES

<input type="checkbox"/> One Time Only Funds <input checked="" type="checkbox"/> Baseline Funds	
FAMILY CAREGIVER SUPPORT PROGRAM (Units of Service)	
MONTHLY SERVICES REPORT	
Report Period (Fiscal Year): 2018-2019 Report Submission Date: April 12, 2018	
PSA Number: 22	Name of Agency Reporting: St. Jude Hospital, Inc. dba St. Jude Medical Center (Caregiver Resource Center)
Name of Person Completing Report: Jack Light	E-Mail Address: Jack.Light@stjoe.org
Telephone No.: 714-313-3107	
Total # of Caregivers Served	
107500	
SECTION 1 INFORMATION SERVICES	
Units 107500	
Public Information	# Activities 55
	Estimated Audience 100000
Community Education	# Activities 250
	Estimated Audience 7500
Information Services Total # of Activities 305	
Information Services Total Estimated Audience 107500	
SECTION 2 ACCESS ASSISTANCE	
Units 10450	
Caregiver Outreach	# Contacts 5500
Caregiver Information & Assistance	# Contacts 4950
Caregiver Interpretation/ Translation	# Contacts 4000
Caregiver Legal Resources	# Contacts 0
Access Assistance Total Contacts 14450	
SECTION 3 SUPPORT SERVICES	
Units 900	
R Caregiver Assessment	# Hours 450
R Caregiver Counseling	# Hours 450
R Caregiver Peer Counseling	# Hours 0
R Caregiver Support Group	# Hours 450
R Caregiver Training	# Hours 400
R Caregiver Case Management	# Hours 0
Support Services Total Hours 1750	
SECTION 4 RESPITE CARE	
Units 350	
R Respite In-Home Supervision	# Hours 1000
R Respite Homemaker Assistance	# Hours 0
R Respite In-Home Personal Care	# Hours 1500
R Respite Home Chore	# Hours 100
R Respite Out-of-Home Day	# Hours 3500
R Respite Out-of-Home Overnight	# Hours 0
Respite Care Total Hours 6100	
SECTION 5 SUPPLEMENTAL	
Units 40	
R Assistive Devices for Caregiving	# Occurrences 12
R Home Adaptations for Caregiving	# Occurrences 0
R Caregiving Services Registry	# Occurrences 0
R Emergency Cash/Material Aid	# Occurrences 28
Supplemental Services Total Occurrences 40	


 Signature

DIRECTOR
 Title

4-12-18
 Date

KWR
4-17-18

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
<p>Family Caregiver Support Program (FCSP)</p>	<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, 2011.

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 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).

Community Education on Caregiving means an 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 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: Caregiver Info Van staff initiated contacts in front of local market.

Caregiver Information and Assistance means an 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 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 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: Staff interpreting dialog between caregiver & care consultant staff translating an elder's prescription drug label for his caregiver.

Caregiver Legal Resources means an 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 a Support Service conducted by persons trained and experienced in the skills required to deliver the service that should 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 a 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 a Support Service provided by experienced volunteers on the condition that appropriate training and qualified supervision protocols are in place.

Caregiver Support Group means a 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 a 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 a 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.
CDA Unit of Service: 1 Hour (time includes service provision and related travel)

Caregiver Respite In-Home Supervision means a 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 a 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 a 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 a 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 a 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 a 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 a Supplemental Service involving the purchase, rental and/or service fee of any equipment or product system (ranging from 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 a 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.

Caregiving Services Registry means a 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 a 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.



BUDGET
FAMILY CAREGIVER SUPPORT PROGRAM SERVICES
Title III-E FUNDING

1. SUBRECIPIENT's Budget

Cost Categories	Budgeted Costs
Personnel	\$623,462
Travel and Training	\$16,000
Equipment	\$0
Consultant/Professional Services	\$188,122
Other Costs	\$0
Indirect Costs	\$0
Total Budgeted Costs	\$827,584

25% Match	Match Amount
Cash	\$275,861
In-Kind	\$0
Total Match	\$275,861

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.



FOCAL POINTS
FY 2018-19

Designated Community Focal Points	Address
Abrazar	7101 Wyoming Westminster, CA 92683
Abrazar at Midway City Community Center	14900 Park Lane Midway City, CA 92655
Anaheim Senior Citizen Center	250 E. Center Anaheim, CA 92805
Asian American Senior Citizens Service Center	850 N. Birch St. Santa Ana, CA 92701
Bell Tower Regional Community Center	22232 El Paseo Rancho Santa Margarita, CA 92688
Brea Senior Center	500 S. Sievers Avenue Brea, CA 92821
Brookhurst Community Center	2271 W. Crescent Ave Anaheim, CA 92801
Buena Park Senior Activity Center	8150 Knott Avenue Buena Park, CA 90620
The Center at Founders Village Senior & Community Center	17967 Bushard Street Fountain Valley, CA 92708
Community Action Partnership of OC (Anaheim Independencia Senior Center)	10841 Garza Anaheim, CA 92804
Costa Mesa Senior Center	695 West 19th Street Costa Mesa, CA 92627
Cypress Senior Citizen Center	9031 Grindlay Cypress, CA 90603
Dana Point Senior Center	34052 Del Obispo Dana Point, CA 92629

Dorothy Visser Senior Center	117 Avenida Victoria San Clemente, CA 92672
Florence Sylvester Memorial Senior Center	23721 Moulton Parkway Laguna Hills, CA 92653
Fullerton Senior Multi-Purpose Center	340 W. Commonwealth Fullerton, CA 92832
H. Louis Lake Senior Center	11300 Stanford Avenue Garden Grove, CA 92840
Hope Community Services	1538 Century Blvd. Santa Ana, CA 92703
Jewish Federation & Family Services, Orange County	1 Federation Way Irvine, CA 92603
Korean American Seniors Assn. of OC	9884 Garden Grove Blvd Garden Grove, CA 92844
La Habra Community Center	101 West La Habra Blvd La Habra, CA 90631
La Palma Senior Club	7821 Walker St La Palma, CA 90623
City of Lake Forest Senior Center	25550 Commercentre Dr. Lake Forest, CA 92630
Lakeview Senior Center	20 Lake Road Irvine, CA 92604
Los Alamitos Recreation & Community Services	10911 Oak St. Los Alamitos, CA 90720
Norman P. Murray Senior Center	24932 Veterans Way Mission Viejo, CA 92692
North Orange Senior Center	1001 East Lincoln Orange, CA 92865
North Seal Beach Community Center	3333 St. Cloud Drive Seal Beach, CA 90740
Oasis Senior Center	801 Narcissus Avenue Newport Beach, CA 92625

Orange Senior Center	170 South Olive St. Orange, CA 92866
Placentia Senior Center	143 S. Bradford Avenue Placentia, CA 92870
Rancho Senior Center	3 Ethel Coplen Way Irvine, CA 92612
San Juan Capistrano Community Services	25925 Camino Del Avion San Juan Capistrano, CA 92675
Santa Ana Senior Center	424 W. Third St. Santa Ana, CA 92701
Sea Country Senior & Community Center	24602 Aliso Creek Road Laguna Niguel, CA 92677
Seal Beach Senior Center	707 Electric Ave. Seal Beach, CA 90740
Senior Center in Central Park	18041 Goldenwest Street Huntington Beach, CA 92648
Southern California Indian Center, Inc.	10175 Slater Ave. #150 Fountain Valley, CA 92708
Southland Integrated Services	1618 W. 1 st . St. Santa Ana, CA 92703
Southwest Senior Center	2201 W. McFadden Ave. Santa Ana, CA 92704
Stanton Senior Center	7800 Katella Ave. Stanton, CA 90680
The Susi Q. Senior Center (Laguna Beach Senior Center)	380 Third Street Laguna Beach, CA 92651
Trabuco Center	5701 Trabuco Road Irvine, CA 92620
Tustin Area Senior Center	200 S. "C" St. Tustin, CA 92780
Westminster Senior Center	8200 Westminster Blvd.

	Westminster, CA 92683
Yorba Linda Senior Center	4501 Casa Loma
	Yorba Linda, CA 92886

EXHIBIT 1

**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS**

This data shall be transmitted to governmental agencies charged with the establishment and enforcement of child support order and for no other purposes and shall be held confidential by those agencies.

- A. In the case of an individual Vendor, his/her name, date of birth, Social Security number, and residence address:

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

- B. In the case of a Vendor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity:

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

(Additional sheets may be used if necessary)

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 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):

"I certify under the penalty of perjury that this claim is true and correct and that the requested payments have been made. I also certify that this claim agrees with our official payroll and financial records and that these amounts have not been, or will not be claimed from any other funding source"
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**

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all* subawards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10, 000 and not more than \$100,000 for each such failure.

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

Grantee/Contractor Organization

Brian Helleland

Name

Chief Executive

Title

DocuSigned by:
Brian Helleland

Authorized Signature

63C9C0BB385F422...

*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

EXHIBIT 4

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e. g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report, in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e. g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE 90 09."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in kind contribution, specify the nature and value of the in kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF LLL A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348 0046) Washington D.C., 20503.

Not Applicable

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose activities pursuant to 31 U.S.C 1352

<p>1. Type of Federal Actions:</p> <ul style="list-style-type: none"> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance 	<p>2. Status of Federal Actions:</p> <ul style="list-style-type: none"> a. bid/offer/application b. initial award c. post-award 	<p>3. Report Type:</p> <ul style="list-style-type: none"> a. initial filing b. material change <p>For material change only: Year: _____ Quarter: _____ Date of last report: _____</p>
<p>4. Name and Address of Reporting Entity Prime Subawardee</p> <p>Tier _____ if known</p> <p>Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is a Subawardee: Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>	
<p>6. Federal Department / Agency:</p>	<p>7. Federal Program Name/Description</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p>(attach Continuation Sheets SF-LLL-A, if necessary)</p>	<p>10b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Amount of Payment (check all that apply): \$ Actual Planned</p>	<p>12. Form of Payment (check all that apply): a. cash b. in-kind: specify: nature: _____ value: _____</p>	
<p>12. Form of Payment (check all that apply): a. cash b. in-kind: specify: nature: _____ value: _____</p>		
<p>14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11:</p>		
<p>15. Continuation sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No DocuSigned by:</p>		
<p>16. Information requested through this form authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. An person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p>Signature: <u>Brian Helleland</u> <small>63C9C0BB305F422...</small></p> <hr/> <p>Print Name: Brian Helleland</p> <p>Title: Chief Executive</p> <p>Telephone No: 7149923909</p> <p>Date: 5/2/2018</p>