

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

888



FROM: Office on Aging

SUBMITTAL DATE:

June 27, 2011

SUBJECT: FY11-12 SCAN Coalition Grant to the Riverside County Office on Aging, Aging and Disability Resource Connection to build an effective, statewide social movement toward transforming the state's Long-Term Services and Support System. (LTSS).

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Approve and authorize Chair of the Board to execute the FY11-12 SCAN Coalition Grant to Riverside County Office on Aging, Aging and Disability Resource Connection for FY 2011-2012 (July 1, 2011 to June 30, 2012).
- 2) Approve and direct the Auditor-Controller to make budget adjustments as shown on Schedule A.

BACKGROUND: SCAN Health Plan has awarded Riverside County Office on Aging, Aging and Disability Resource Connection a Grant of \$5,000 to Build an Effective, Statewide Social Movement toward transforming the State's Long-Term Services and Support System (LTSS). This is a statewide coalition will allow the stakeholders to develop a shared vision and forge a united voice for the reform of California's system of long-term supports and services.

(Continued on next page...)

Edward F. Walsh
Edward F. Walsh, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$5,000	In Current Year Budget:	No
	Current F.Y. Net County Cost:	-0-	Budget Adjustment:	Yes
	Annual Net County Cost:	-0-	For Fiscal Year:	11/12

SOURCE OF FUNDS: SCAN Health Plan Coalition Grant

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Lani Sioson*
Lani Sioson

County Executive Office Signature

Dep't Recomm.: ☐ Policy ☒ Consent ☐ Policy ☒ Consent

Per Exec. Ofc.: ☐ Policy ☒ Consent ☐ Policy ☒ Consent

Prev. Agn. Ref.:

District: All

Agenda Number:

3.68

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong* 6/31/11
 SAMUEL WONG
 Departmental Concurrence
 FORM APPROVED COUNTY COUNSEL
 BY: *NEAL P. KIPNIS* DATE: *6/27/11*

SUBJECT: FY11-12 SCAN Coalition Grant to the Riverside County Office on Aging, Aging and Disability Resource Connection to Build an Effective, Statewide Social Movement toward transforming the State's Long-Term Services and Support System (LTSS).

This agreement and participation in regional meetings for collaborative planning will be effective from July 1, 2011 to June 30, 2012 with the Riverside County Office on Aging, Aging and Disability Resource Connection. Schedule A reflects revenues and appropriations for FY 2011-2012 only.

There is no impact to County General Fund, and we are requesting no matching funds.

June 27, 2011

OFFICE ON AGING
SCHEDULE A
FY2011-2012

INCREASE ESTIMATED REVENUE

21450 5300100000 781850 Grants-Nongovtl Agencies	5,000
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TOTAL INCREASE ESTIMATED REVENUE	5,000
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INCREASE APPROPRIATION

21450 5300100000 510040 Regular Salaries	2,480
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21450 5300100000 518100 Budgeted Benefits	1,042
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21450 5300100000 520200 Communications	50
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21450 5300100000 523700 Office Supplies	230
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21450 5300100000 528960 Lodging	300
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21450 5300100000 528980 Meals	200
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21450 5300100000 529000 Miscellaneous Travel Expenses	600
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21450 5300100000 527780 Special Program Expense	98
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TOTAL INCREASE APPROPRIATION	5,000
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SUBJECT: FY11-12 SCAN Coalition Grant to the Riverside County Office on Aging, Aging and Disability Resource Connection to Build an Effective, Statewide Social Movement toward transforming the State's Long-Term Services and Support System. (LTSS).

GRANT AGREEMENT
Grant No.: 11-030

THIS GRANT AGREEMENT is entered into and made effective as of the 1st day of July, 2011 ("Effective Date"), by and between The SCAN Foundation, a California nonprofit public benefit corporation ("Foundation"), and Riverside County Office on Aging, a political subdivision of the County of Riverside, an exempt governmental unit ("Grantee").

This Agreement is made with reference to the following facts:

A. The Foundation is a charitable foundation dedicated to advancing the development of a sustainable continuum of quality care for seniors by elevating long-term care as a state and national priority, developing realistic policy options to establish and finance a comprehensive continuum of quality long-term care, and supporting the dissemination and assessment of promising new program models that could inform and strengthen long-term care policy development.

B. The Grantee possesses extensive knowledge and experience in matters that relate and pertain to the Foundation's charitable mission.

C. The Foundation desires to grant funds to the Grantee and the Grantee desires to use such funds for purposes of furthering the Foundation's charitable mission, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, conditions and promises herein contained, the parties hereto do hereby agree as follows:

1. Scope of Project. Grantee, in exchange for receiving the grant award from the Foundation, shall perform the project set forth in Exhibit A, attached hereto and incorporated herein by this reference. The grant award is to be used only for the purposes set forth in Exhibit A. Grant funds may not be used to carry out propaganda, or otherwise attempt to influence legislation; to influence the outcome of any specific public election or to carry on directly or indirectly any voter registration drive; to make any grants that do not comply with the rules for individual grants and organizational grants in Section 4945 of the Internal Revenue Code; to undertake any activity for a non-charitable purpose; or for any other illegal or other purpose that conflicts with the Foundation's charitable mission.

Operational implementation of the Grant is the sole responsibility of the Grantee. Other than payment of the grant award, it is expressly understood that the Foundation has no obligation to provide other or additional support for this or any other project or purposes.

2. Grant Award Amount. Grantee shall be paid a grant award as set forth in Exhibit B. The payment set forth in Exhibit B is intended to cover all fees and expenses, of any kind, associated with the project and no payment other than that set forth in Exhibit B shall be made under this Agreement unless agreed to in advance in writing by the parties.

3. Expenditure of Funds and Reconciliation of Actual Expenditures. This grant is to be used in accordance with the Grantee's approved program and budget. Permission to make any major changes in program objectives, implementation strategy, key personnel, or timetable must be requested in writing, and the Foundation's approval obtained before such changes are implemented. Likewise, any changes to any budget line item exceeding 10% and \$1,000 must be requested in writing and be approved in advance by the Foundation.

Grantees are encouraged to deposit grant funds in insured interest bearing accounts. Interest funds accrued during the course of the grant may be used to benefit project activities with prior approval of the Foundation.

Any funds (including interest accrued) not expended or committed for the purposes of the grant within the grant period (or any authorized extension of the grant period) must be returned to the Foundation within sixty (60) days of the close of the grant. At the Foundation's discretion, any final award may be reduced to reflect unexpended or uncommitted funds based upon a reconciliation of the Grantee's final expenditure report.

4. Monitoring and Financial Records. The Foundation may monitor and conduct an evaluation of operations under this grant. This may include a visit from Foundation staff and/or advisors to observe the Grantee's program, discuss the program with the Grantee's personnel, and review financial and other records and materials connected with the activities financed by this grant. The Grantee is expected to maintain complete books and records of revenues and expenditures for the project, which should be made available for inspection at reasonable times if deemed necessary by the Foundation. The Foundation, at its expense, will periodically audit a selected number of its grants. Grantee is expected to provide all necessary assistance in connection with any such audit. Records must be kept for at least three (3) years after completion of the grant.

The Grantee shall submit audited financial statements as well as annual agency budgets during the grant period as soon as they become available. The Grantee shall immediately notify the Foundation in the event that any funding that would impact the Grantee's performance of the project is delayed or changed in any manner. The Grantee shall immediately notify the Foundation in the event that there is any circumstance including, without limitation, the withdrawal, delay, or change of funding by any other source to Grantee that would adversely impact the Grantee's performance the project.

5. IRS Determination. Unless Grantee is a public agency, as a condition of this Agreement, Grantee must provide the Foundation with a copy of the determination letter from the Internal Revenue Service proving its tax-exempt status. The Grantee certifies that the facts supporting Grantee's tax-exempt and public charity status under Sections 501(c)(3) and 509(a) of the Internal Revenue Code ("Code") have not changed since the issuance of the IRS determination letter which was provided to the Foundation and which has not been revoked or amended. The Grantee is not aware of any facts which could result in a change in its tax-exempt

status under Code Sections 501(c)(3) or 509(a) or relevant state law, or the imposition of excise taxes under Code Section 4958, dealing with "intermediate sanctions."

6. Period of the Grant. The grant period shall commence as of the Effective Date and shall continue thereafter until the grant project has been completed and final payment made, unless sooner terminated as provided for herein.

7. Grant Termination. The Foundation may, at its sole option, terminate the grant at any time. Upon such termination, any funds (including interest accrued) not expended or committed for the purposes of the grant prior to such termination must be returned to the Foundation within sixty (60) days.

8. Confidentiality. The parties acknowledge that Grantee, in performing the grant hereunder, may acquire certain Confidential Information (as defined below) relating to the Foundation and its affiliated corporations. Grantee shall not divulge or disclose, without the Foundation's prior written approval, nor use for the benefit of any person or entity other than the Foundation, any Confidential Information that may become known to Grantee by reason of this Agreement or otherwise. Grantee further agrees to prevent its agents and employees from divulging or disclosing any such Confidential Information or from using such Confidential Information for the benefit of any person or entity other than the Foundation.

"Confidential Information" of the Foundation shall include, but not be limited to, any Work Product (as defined below), the existing or future services, products, operations, management, business, financial information, goals, profits, billings, referral, research services, strategies, technology, trademarks, know-how, member lists and objectives of the Foundation or its affiliates, except to the extent that the release of such information was authorized by the Foundation or such information is generally available or known to the public or becomes known to the public through means other than a breach of this Agreement or by any person or entity having an obligation to keep such information confidential. All information which Grantee acquires or becomes acquainted with during the term of this Agreement, whether developed by Grantee or by others, which Grantee has a reasonable basis to believe to be Confidential Information, or which is treated by the Foundation as being Confidential Information, shall be presumed to be Confidential Information.

9. Ownership of Materials. The Foundation is commissioning this work for its purposes. The Foundation shall own all right, title and interest (including, but not limited to, patent rights, copyrights, trade secret rights, trademark rights and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all inventions, improvements, discoveries, works of authorship, designations, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by Grantee in connection with the grant (collectively, "Work Product") and shall promptly disclose and provide all Work Product to the Foundation. All Work Product shall be considered Confidential Information for purposes of this Agreement. All Work Product, whether completed or not, will be promptly given to the Foundation upon the termination of the Agreement or upon the Foundation's request and the Grantee shall not use or retain any of copies of the Work product.

Grantee hereby makes all assignments necessary to accomplish the foregoing ownership of Work Product by the Foundation. Grantee shall assist the Foundation, at the Foundation's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights assigned. Grantee hereby irrevocably designates and appoints the Foundation as its agents and attorneys-in-fact to act for and in Grantee's behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by Grantee.

10. Independent Contractor. Grantee is an independent contractor, and nothing herein shall be construed to create an employment, joint employment, partnership, joint venture, agency, or any other kind of relationship between Grantee and the Foundation. In no event shall Grantee or its employees, independent contractors, or agents, if any, be considered employees of the Foundation. Grantee shall not have, nor shall Grantee claim or imply that Grantee has, any authority to enter into any obligation on behalf of, or binding upon, the Foundation. Grantee is an independent contractor and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including, but not limited to, workers' compensation insurance; and Grantee agrees to defend, indemnify and hold the Foundation harmless from any and all claims, damages, liability, attorneys' fees and expenses on account of (i) an alleged failure by Grantee to satisfy any such obligations or any other obligation (under this Agreement or otherwise) or (ii) any other action or inaction of Grantee with respect to its employees, independent contractors, or agents. Grantee and its employees are not eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan, of the Foundation.

11. Indemnification. Each party hereby covenants and agrees to protect, defend, indemnify and hold harmless the other party, its present, former and future legal representatives, board members, directors, employees, agents, officers, trustees, affiliates and assigns, and each of them from and against any claim, loss, damage, cost, expense or liability, including, but not limited to, attorneys' fees, including allocated cost of in-house counsel, arising out of or related to the performance or nonperformance by the indemnifying party of any obligations to be performed under this Agreement or the indemnifying party's breach of any warranties hereunder.

12. Acknowledgement and Publicity. The Foundation will oversee dissemination of final research and any resulting publicity activities. The Foundation will send publicity material to the Grantee for final review and approval and will also provide the Grantee copies of the final product. In particular, no press releases or media advisories shall be issued regarding grant-funded projects without the prior review and approval by the assigned Foundation program officer. Media advisories and/or press releases must be submitted to the Foundation's communications team for review and approval a minimum of one week prior to expected publication. Grantee shall not use the Foundation's name in any sales or marketing publication or advertisement, without the prior written consent of the Foundation.

Notwithstanding the foregoing, any publication produced as a result this grant, including press releases, commissioned works and publications, must include an

acknowledgment of the Foundation that reads: "Supported by a grant from The SCAN Foundation. The SCAN Foundation is dedicated to creating a society in which seniors receive medical treatment and human services that are integrated in the setting most appropriate to their needs. For more information, please visit **www.TheSCANFoundation.org**." If the Foundation publishes material resulting from this project, either in print or electronically, appropriate acknowledgment of the Grantee will be included.

Grantee shall ensure that any employees, subcontractors or consultants approved to work on this Grant comply with the provisions of this paragraph including, but not limited to, ensuring that the terms of this provision are included in any contract Grantee may have with any subcontractor or consultant approved to work on this Grant.

13. Enforcement. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration, before an experienced arbitrator licensed to practice law in California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Association") in Los Angeles, California. The arbitration decision shall be final and binding upon the parties and may be entered as a judgment in any court of competent jurisdiction. In addition to the award of any other remedy or relief, the prevailing party in any such arbitration proceeding shall be entitled to his or its reasonable attorneys' fees and costs (including, without limitation, arbitrators' fees, Association fees and related fees) incurred in connection with such proceeding.

14. General Provisions.

a. Assignment. Neither party shall assign nor delegate all or any part of this Agreement to any person or entity without the prior written consent of the other party; except, however, the parties acknowledge and agree that the Foundation may assign and/or delegate its rights and duties under this Agreement, in part or in whole, to any of its affiliated or subsidiary or other entities without the prior consent of Grantee. Notwithstanding the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the respective successors and assigns of the respective parties hereto.

b. Survival. The obligations set forth in Sections 4, 8, 9, 10, 11, 12, and 13 and the remedies set forth for breach of this Agreement shall survive the termination of this Agreement.

c. Severability. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

d. Waiver. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

e. Remedy. It is acknowledged and agreed that all Confidential Information and Work Product represents a unique intellectual product of the Foundation and that any breach of

Sections 8 and 9 of this Agreement would have a detrimental impact on the Foundation; that the damages resulting from said detrimental impact would be difficult to ascertain but would result in irreparable harm and would require a multiplicity of actions at law and in equity in order to seek redress. Given the foregoing, it is agreed that the Foundation shall be entitled to equitable relief in preventing a breach of this Agreement and that such equitable relief is in addition to any other rights or remedies available to the Foundation.

f. Governing Law. This Agreement has been executed and delivered in, and shall be governed by and construed in accordance with the substantive laws of the State of California.

g. Jurisdiction. The parties hereto mutually consent and submit to the jurisdiction of any state or federal court of competent jurisdiction located in Los Angeles County, State of California, in any action or proceeding arising out of or relating in any manner to this Agreement.

h. Entire Agreement. This Agreement (including the exhibits and schedules hereto, each of which is incorporated herein and made a part of this Agreement) constitutes the entire agreement and understanding of the parties hereto and terminates and supersedes any and all prior agreements, arrangements and understandings, both oral and written, express or implied, between the parties hereto concerning the subject matter of this Agreement.

i. Amendment. No waiver, amendment, modification or change of any provision of this Agreement shall be effective unless and until made in writing and signed by all of the parties hereto.

j. Headings. Headings herein are provided for reference only and shall in no way affect interpretation of the Agreement.

k. Right to Contract. Each party hereto represents to the other that it is authorized to enter into this Agreement and that the exercise of the rights granted to the other party hereunder will not conflict with any commitments or agreements previously entered into between the party so representing and any other party. Grantee further represents that it has the corporate power and any regulatory approvals necessary to accept the grant and conduct the project.

EXECUTION PAGE TO FOLLOW

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date first written above.

THE FOUNDATION:

THE SCAN FOUNDATION

By: _____
Bruce Chernof, M.D.
Its: President and Chief Executive Officer
Date: _____

Address for Notices:

The SCAN Foundation
3800 Kilroy Airport Way, Suite 400
Long Beach, CA 90806

Attention: General Counsel

Facsimile: (562) 989-5200

GRANTEE:

RIVERSIDE COUNTY OFFICE ON AGING,
A POLITICAL SUBDIVISION OF
THE COUNTY OF RIVERSIDE

By: Edward F. Walsh
Its: Director
Date: 7/14/11

Tax ID No.: 95-6000930

Address for Notices:

6296 River Crest Drive, Suite K
Riverside CA 92507-0738

TELEPHONE: (951) 867-3800

FACSIMILE: (951) 867-3830

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE

EXHIBIT A
Scope of Project and Reporting

1. Scope of Project. The purpose of the grant is as follows: To build an effective, statewide social movement toward transforming the state's long-term services and supports (LTSS) system. To further this purpose, Grantee shall achieve the following objectives:

OBJECTIVE 1:	ACTIVITIES/TASKS	TIMELINE	OUTPUTS
Participate in collective action to develop a shared vision and forge a united voice for the reform of California's system of long-term supports and services.	1.1 Participate in orientation conference call	July 2011	At least one selected coalition representative will participate.
	1.2. Participate in monthly conference calls	Monthly (July 2011- June 2012)	Two selected coalition representatives will participate on each call.
	1.3 Attend two in-person state or regional convenings	Fall 2011 and Spring 2012	Two members of the local/regional coalition will attend each state or regional convening.

The Project Director, who shall be the individual directly responsible for developing the project, implementing the project, and the project's day-to-day supervision is Sandie Taylor. The Project Director's phone number is: (951) 867-3870. The Project Director's fax number is: (951) 867-3830. Any new Project Director shall be approved by the Foundation.

2. Reports/Report Schedule.

Grantee shall report to the Foundation in writing concerning the status of the grant project, as follows:

REPORT	REPORT DUE	REPORT TYPE
1st Report	10/15/2011	Interim & Expenditure Reports
2nd Report	1/15/2012	Interim & Expenditure Reports
3rd Report	4/15/2012	Interim & Expenditure Reports
4th Report	7/15/2012	Interim & Expenditure Reports
Final Report	7/31/2012	FINAL Evaluation Report

Narrative reports should include project progress to date and any related project activities. Financial reports should include a summary of expenditures for the period covered by the report, consistent with the approved project budgets. The Foundation shall provide, in response to such reports, any project guidance that the Foundation deems appropriate.

The Foundation uses a web-based Grants Management system for the submission of all reports and will provide Grantee with access to and any requested orientation on the electronic submission of reports. The contact person for all report submission is Karen Scheboth, Director of Grants Administration. Ms. Scheboth can be reached at kscheboth@thescanfoundation.org.

A final expenditure report is required as a condition of payment of the grant award. The final report shall be comprehensive and include: 1) a summary of the project objectives; 2) accomplishments toward achieving those objectives and any changes made during the course of the project in the strategy for accomplishing them; 3) problems that may have encountered and how they were resolved; and 4) a complete financial statement showing all grant funds received and expended. In the case of multi-year grants, the final financial report need only report on expenditures from the last reporting period through the end of the grant period.

EXHIBIT B
Grant Award and Payment

Excluding any reduction for unused or uncommitted funds, the Grantee shall receive grant award of Five Thousand Dollars (\$5,000.00). The award shall be paid as follows:

PAYMENT	DUE DATE	MILESTONE	AMOUNT DUE
1st	7/31/2011	Execution of Contract	\$2,500
Final	8/15/2012	Approval of All Reports	\$2,500
			\$5,000

Payments are contingent upon satisfactory accomplishment of milestones.

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PROJECT BUDGET (PROJECT A)

Organization Name:

Riverside County Office on Aging

Project Title:

Building an effective, statewide social movement toward transforming the state's long-term services and supports system

Project Period*:

July 1, 2011 to June 30, 2012

Proposal Expenses					Requested Funding	In Kind Support**	Total Project Budget	Due (10-15-11)		Due (1-15-12)		Due (4-15-12)		Due (7-15-12)	
Personnel	Salary	% of Effort						Total	Expenditures Q1	Total	Expenditures Q2	Total	Expenditures Q3	Total	Expenditures To Date
Project Lead	\$49,600	5%			\$2,480.00	\$ 191.00	\$2,671.00								
Supervisor Program Specialist/ADRC Coord.		0%				-									
Deputy Director, Senior Programs		0%				\$	\$0.00								
Fringe Benefits @ 42%	\$20,832	5%			\$1,042.00		\$1,042.00								
Total Personnel	\$70,432				\$3,522.00	\$ 191.00	\$3,713.00								
Non-Personnel															
Supplies/Office Expenses					\$230.00		\$230.00								
Communications					\$50.00		\$50.00								
Travel					\$1,100.00	\$0.00	\$1,100.00								
Rent															
Other															
Total Non-Personnel	\$0.00				\$1,380.00	\$0.00	\$1,380.00								
Other Costs															
Subcontracts															
Consultants															
Equipment Purchases															
Fiscal Sponsor's Fee (if applicable)															
Total Other Costs	\$ -				0.00	\$ -	\$0.00								
Subtotal Direct Costs															
Indirect Costs @ 2 % (Maximum of 12%)					98.00		\$98.00								
GRAND TOTAL	\$ -				5,000.00	191.00	\$5,191.00								