

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

323



FROM: Office on Aging

SUBMITTAL DATE:
December 31, 2012

SUBJECT: Approval of the SCAN Health Plan Community Giving Grant for the Riverside County Office on Aging, Aging and Disability Resource Connection (ADRC) for FY 2012-2013 and FY 2013-2014.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Approve and authorize the Chair of the Board to execute the agreement between SCAN Health Plan and Riverside County Office on Aging, Aging and Disability Resource Connection (ADRC) to assist low income and vulnerable older adults who live independently in the community through the delivery of food and nutrition services in the amount of \$75,000 from November 1, 2012, through June 30, 2014;
- 2) Return the two (2) signed grant agreements for further processing; and
- 3) Approve and direct the Auditor-Controller to make the budget adjustments as shown on Schedule A, attached.

BACKGROUND: SCAN Health Plan has awarded the Riverside County Office on Aging, Aging and Disability Resource Connection (ADRC) a Grant of \$75,000 to assist low income and vulnerable older adults who live independently in the community through the delivery of food and nutrition services. (Continued on next page...)

Michele Wilham

Michele Wilham, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$75,000	In Current Year Budget:	No
	Current F.Y. Net County Cost:	-0-	Budget Adjustment:	Yes
	Annual Net County Cost:	-0-	For Fiscal Year:	12/13

SOURCE OF FUNDS: Local/SCAN Health Plan Community Giving Grant	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

Jani Sioson
BY: Jani Sioson

County Executive Office Signature

Policy Policy

Consent Consent

Dept Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.:

District: All

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3-26

FISCAL PROCEDURES APPROVED
 PAUL J. GULLO, CPA, AUDITOR-CONTROLLER
Paul J. Gulló
 DATE: 1/11/13
 Departmental Concurrence: _____
 BY: *Neal R. Kipnis*
 NEAL R. KIPNIS

FORM APPROVED COUNTY COUNSEL
 DATE: 1/11/13
 BY: *Neal R. Kipnis*
 NEAL R. KIPNIS

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SUBJECT: Approval of the SCAN Health Plan Community Giving Grant to the Riverside County Office on Aging, Aging and Disability Resource for FY 2012-2013 and FY 2013-2014.

The Office on Aging, through its affiliated contractors and community partners, provides over 500,000 home delivered and congregate meals to vulnerable adults over the age of 60 each year. The SCAN Grant will allow the Office on Aging to supplement existing nutrition programs and services by providing a total of approximately 13,000 additional meals during FY 2012-2013 and FY 2013-2014.

This agreement is from November 1, 2012, until June 30, 2014.

There is no impact on the County General Fund, and no matching funds are being requested.

OFFICE ON AGING
SCHEDULE A
FY2012-2013

INCREASE ESTIMATED REVENUE

21450 5300100000 781850 Grants-Nongovtl Agencies \$75,000

TOTAL INCREASE ESTIMATED REVENUE \$75,000

INCREASE APPROPRIATION

21450-5300100000 527780 Special Program Expense \$75,000

TOTAL INCREASE APPROPRIATION \$75,000

Approval of the SCAN Health Plan Community Giving Grant to the Riverside County Office on Aging, Aging and Disability Resource for FY 2012-2013 and FY 2013-2014.

GRANT AGREEMENT

THIS GRANT AGREEMENT is entered into and made effective as of the 1st day of November 2012 (“Effective Date”), by and between SCAN Health Plan, a California nonprofit public benefit corporation (“SCAN”), and County of Riverside Office on Aging, a governmental agency exempt under Section 170(c)(1) of IRS Code 115 (“Grantee”).

This Agreement is made with reference to the following facts:

- A. SCAN’s charitable mission is to find innovative ways to enhance seniors’ ability to manage their health and to continue to control where and how they live.
- B. The Grantee possesses extensive knowledge and experience in matters that relate and pertain to SCAN’s charitable mission.
- C. SCAN desires to grant funds to the Grantee and the Grantee desires to use such funds for purposes of furthering SCAN’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 SCAN, 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 SCAN’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 SCAN 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 A. The payment set forth in Exhibit A 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 A 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 SCAN’s approval obtained before such changes are implemented.

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 SCAN within sixty (60) days of the close of the grant. At SCAN'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. SCAN may monitor and conduct an evaluation of operations under this grant. This may include a visit from SCAN 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 SCAN. SCAN, at its expense, may 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 or any longer period required by law.

5. IRS Determination. Unless Grantee is a public agency, as a condition of this Agreement, Grantee must provide SCAN 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 SCAN 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, unless sooner terminated as provided for herein.

7. Grant Termination. SCAN 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 SCAN 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 SCAN and its affiliated corporations. Grantee shall not divulge or disclose, without SCAN's prior written approval, nor use for the benefit of any person or entity other than SCAN, 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 SCAN.

“Confidential Information” of SCAN 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 SCAN or its affiliates, except to the extent that the release of such information was authorized by SCAN 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 SCAN as being Confidential Information, shall be presumed to be Confidential Information.

9. Ownership of Materials. SCAN and Grantee shall own jointly, with no duty to account or other restriction, any and all inventions, improvements, discoveries, works of authorship, trademarks, trade names, designs, know-how, ideas and information created, made or conceived or reduced to practice, by Grantee using the Grant funds (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) (collectively, “Work Product”). From time to time, but no less frequently than once each calendar quarter, Grantee shall provide copies of documents disclosing the Work Product to SCAN. Notwithstanding the foregoing, the parties agree that any profit realized from the sale or other use of any of the Work Products shall be used in a manner consistent with SCAN’s charitable mission.

If the Work Product embodies or incorporates any inventions, improvements, discoveries, works of authorship, trademarks, trade names, designs, know-how, ideas and information made or conceived or reduced to practice (or any patent rights, copyrights, trade secret rights, trademark rights or any other intellectual and industrial property rights) owned by either party that were created, made, conceived, or reduced to practice prior to the date of this Agreement (collectively, the “Embodied Pre-Existing Materials”), the Embodied Pre-Existing Materials shall, as between the parties, remain the sole property of the party that owns the Embodied Pre-Existing Materials, provided, however, that each party shall be deemed to have granted to the other party a non-exclusive, perpetual, royalty-free, non-terminable license, with a right to assign and sublicense, to use the Embodied Pre-Existing Materials solely to the extent necessary to enable the licensed party to exercise its rights as joint owner of the Work Product.

The Grantee and SCAN shall cooperate with each other as may be necessary to further evidence, record and perfect such joint ownership of the Work Product and to apply for, obtain, maintain, protect, enforce, and defend the intellectual, proprietary and industrial rights in the Work Product, which includes, without limitation, protecting the confidentiality of the Work Product that the parties mutually agree should be kept confidential.

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 SCAN. In no event shall Grantee or its employees, independent contractors, or agents, if any, be considered employees of SCAN. 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, SCAN. 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 SCAN 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 SCAN.

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. SCAN will oversee dissemination of final research and any resulting publicity activities. SCAN will send publicity material to the Grantee for final review and approval and will also provide the Grantee copies of the final product. If SCAN publishes material resulting from this project, either in print or electronically, appropriate acknowledgment of the Grantee will be included. The Grantee shall not issue a press release or any other publication regarding this grant or the resulting published material without the prior review and approval of the text by SCAN. Grantee shall not use and shall keep its employees and agents from using SCAN's name in any sales or marketing publication or advertisement, without the prior written consent of SCAN.

Notwithstanding the foregoing, any publication produced by the Grantee that refers or results from this grant should include an acknowledgment of SCAN that reads: "Supported by a grant from SCAN Health Plan, based in Long Beach, California. SCAN is a nonprofit public benefit corporation dedicated to finding innovative ways to enhance seniors' ability to manage their health and to continue to control where and how they live."

13. 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 SCAN 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 SCAN and that any breach of Sections 8 and 9 of this Agreement would have a detrimental impact on SCAN; 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 SCAN 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 SCAN.

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.

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

SCAN:

SCAN Health Plan

By: _____

Chris Wing
Its: Chief Executive Officer

Date: _____

Address for Notices:

SCAN Health Plan
3800 Kilroy Airport Way, Suite 400
Long Beach, CA 90806

Attention: General Counsel

Facsimile: (562) 989-5200

GRANTEE:

County of Riverside Office on Aging

By: _____

John J. Benoit, Chair
Riverside County Board of Supervisors

Date: _____

FORM APPROVED COUNTY COUNSEL

BY:


NEAL R. KIPNIS

DATE

Tax ID No.: 95-6000930

Address for Notices:

County of Riverside Office on Aging
6296 River Crest Drive, Suite K
Riverside, CA 92507

TELEPHONE: 951-867-3800

FACSIMILE: 951-867-3830

EXHIBIT A
Scope of Project and Payment

1. Scope of Project. SCAN Health Plan Community Giving is focused on meeting basic needs such as nutrition, shelter, health and socialization, and on enhancing an individual's ability to remain independent in their own community. The purpose of this Grant is to assist low income and vulnerable older adults live independently in the community through delivery of food and nutrition services.

This grant provides a one-time lump sum payment to Grantee for support of Grantee's food and nutrition programs serving older adults 60 and over.

Limitations and restrictions:

- Funding must be utilized for food and nutrition based programs that directly support older adults that are age 60 and over.
- The funding shall not be used to support personnel.
- No more than 8% can go towards administrative costs.

In connection with the grant, Grantee shall submit the following reports in a form and manner acceptable to Company:

Impact Report	Due Date
Reporting Period: 11/1/12-1/31/13	2/15/13
Reporting Period: 2/1/13-4/31/13	5/15/13
Reporting Period: 5/1/13-7/31/13	8/15/13
Reporting Period: 8/1/13-10/31/13	11/15/13
Reporting Period: 11/1/13-1/31/14	2/15/14
Reporting Period: 2/1/14-4/31/14	5/15/14

A final report is required as a condition 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; and 3) problems that may have encountered and how they were resolved.

Grantee agrees to cooperate with any corrective action required by SCAN to ensure that grant funds are being used appropriately and as described in this Agreement.

2. Payment. Excluding any reduction for unused or uncommitted funds, the Grantee shall receive grant award of Seventy Five Thousand Dollars, \$75,000 within fifteen (15) days of full execution of this Agreement.