

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

821



**FROM:** Office on Aging

**SUBMITTAL DATE:**  
May 16, 2016

**SUBJECT:** Ratify Grant Agreement No. 16-020 between SCAN Foundation and the Riverside County Office on Aging. [Districts - All] [Total Cost: \$10,000] [Source of Funds: 100% Local - SCAN Foundation].

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and authorize Chairman of the Board to execute Grant Agreement No. 16-020 between SCAN Foundation and the Riverside County Office on Aging beginning January 1, 2016 to January 31, 2018;
2. Authorize the Office on Aging Director, or Deputy Director for Administration to sign amendments to administer the Grant Agreement, which does not change the substantive terms of the Grant Agreement or future Grant Agreements, which extend the term for future periods as specifically stated; and,
3. Return three (3) Grant Agreement originals to the Riverside County Office on Aging for processing.

**BACKGROUND:**  
Summary

(Continued on Page 2)

\_\_\_\_\_  
Anna L. Martinez  
Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 5,038	\$ 4,962	\$ 10,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** 100% Local: SCAN Foundation  
Budget Adjustment: No  
For Fiscal Year: 2015/16-17/18

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
\_\_\_\_\_  
Lani Sioson  
**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington and Benoit  
Nays: None  
Absent: Tavaglione and Ashley  
Date: June 7, 2016  
xc: Office on Aging

Kecia Harper-Ihem  
Clerk of the Board  
By:   
\_\_\_\_\_  
Deputy

FORM APPROVED COUNTY COUNSEL 5/27/16  
BY: GREGORY P. PRAMOS DATE

Departmental Concurrence

A-30  
 Positions Added  
 4/5 Vote  
 Change Order

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: Ratify Grant Agreement No. 16-020 between SCAN Foundation and the Riverside County Office on Aging. [Districts - All] [Total Cost: \$10,000] [Source of Funds: 100% Local - SCAN Foundation].**

**DATE:** May 16, 2016

**PAGE:** Page 2 of 2

**BACKGROUND:**

**Summary (continued)**

The SCAN 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 and supporting the dissemination and assessment of promising new program models that could inform and strengthen long-term care policy development.

The SCAN Foundation has awarded the Riverside County Office on Aging a grant in the amount of \$10,000 to participate in a statewide coalition that will allow stakeholders to develop a shared vision and forge a united voice for the reform of California's system of long-term supports and services (LTSS). The scope of the Grant Agreement includes the participation in monthly Regional Coalition meetings, along with quarterly LTSS Coalition participation and the preparation of quarterly and final reports. The Grant Agreement is effective January 1, 2016 and continues until the grant project has been completed and final payment made, unless terminated sooner. It is anticipated the Grant Agreement will continue through January 31, 2018.

**Impact on Citizens and Businesses**

Providing regional representation on this coalition will allow the needs and priorities of the older adult citizens of Riverside County to be included in statewide policy discussions for the building of an effective LTSS system for Older Californian's.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The SCAN Foundation will release a portion of the funds after the Grant Agreement has been fully executed by both parties and the remaining balance will be made upon approval of the final report. The current year funds allocation of \$5,038 was included in the submitted budget for FY 2015/16 and the allocated \$4,962 for FY 2016/17 has been submitted in the recommended budget for next fiscal year.

There is no impact to the County General Fund and no additional matching requirements are necessary.

**ATTACHMENTS:**

- A. **Grant Agreement for Grant No. 16-020 with SCAN Foundation**

**GRANT AGREEMENT**

**Grant No.: 16-020**

THIS GRANT AGREEMENT is entered into and made effective as of January 1, 2016 ("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 located in the State of California ("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 Work. 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. Grantee requests for budget revisions must be received by the assigned Foundation Program Officer at least thirty days prior to the grant end date. 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 items should follow the budget modification process below:

A. For grants of \$100,000 and above, budget variances that increase or decrease a given line item by 10 percent or more, **and** by \$5,000 or more, require pre-approval by Program Officer.

B. For grants under \$100,000, budget variances that increase or decrease a given line item by 10 percent or more, **and** by \$1,000 or more, require pre-approval by Program Officer.

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 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. Grantee requests for grant period extensions must be received by the assigned Foundation Program Officer at least thirty days prior to the grant end date.

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](http://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. Notices. All notices, requests or consents required or permitted under this Agreement shall be in writing and shall be given to the other party by personal delivery, overnight delivery, or regular certified mail, sent to such party's address as is set forth below such party's signature hereto or to any other address as any party to whom notice is to be given may have previously furnished to the other as set forth in this provision. Each such notice, request or consent shall be deemed effective upon receipt.

15. 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.

l. Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. In the event that any signature is delivered by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such ".pdf" signature page were an original thereof.

**EXECUTION PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the later of the dates written below.

THE SCAN FOUNDATION

  
By: Bruce Chernof, M.D.  
Its: President & Chief Executive Officer

7.6-16  
Date

Address for Notices:

The SCAN Foundation  
3800 Kilroy Airport Way, Suite 400  
Long Beach, CA 90806  
Attention: Karen Scheboth, Director Grants Administration  
Telephone: (562) 308-2864  
Facsimile: (562) 308-2707  
Kscheboth@TheSCANFoundation.org

RIVERSIDE COUNTY OFFICE ON AGING

  
(Signature)

JUN 07 2016  
Date

By: JOHN J. BENOIT  
Its: CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:  
KECIA HARPER-IHEM, Clerk  
By:   
DEPUTY

Tax ID No.: 956000930

Address for Notices:

FORM APPROVED COUNTY COUNSEL  
BY:   
NEAL R. KIPNIS DATE

Riverside County Office on Aging  
6296 River Crest Dr. #K  
Riverside, CA 92507  
Telephone: 951-867-3800  
Facsimile: 951-867-3830

**EXHIBIT A**  
**Scope of Project and Reporting**

1. Scope of Project. The purposes of the grant are as follows:

**GOAL STATEMENT:**

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Participate in collective action to develop a shared vision and forge a united voice for the reform of California’s system of long term services and supports.

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To further this purpose, Grantee shall achieve the following objectives:

<b>OBJECTIVE 1: Participate in collective action to develop a shared vision and forge a united voice for the reform of California’s system of long-term services and supports (LTSS)</b>		
<b>ACTIVITIES/TASKS</b>	<b>TIMELINE</b>	<b>OUTPUTS (Tangible products that result from a program’s activities or tasks)</b>
1.1 Participate in orientation call with TSF program officer.	By February 28, 2016	At least one selected coalition representative will participate, as well as any person directly involved in reporting for this grant.
1.2 Participate in 9 monthly Regional Coalition conference calls each year.	Every other month between Jan 2016- December 2017	At least two selected coalition representatives – FROM DIFFERENT MEMBERSHIP ORGANIZATIONS – will participate on each call.
1.3 Hold LTSS Coalition meetings at least quarterly.	Ongoing (Jan 2016 – December 2017)	<ul style="list-style-type: none"> <li>• Agenda topics reflective of goals and objective of the coalition.</li> <li>• Standing agenda item to report/discuss the Coordinated Care Initiative progress.</li> <li>• Minutes from the monthly conference calls shared with all coalition members on a regular basis. Explanation for how the minutes were shared provided in TSF reporting.</li> </ul>
1.4 Attend two in-person regional meetings each year.	February and June 2016; February and June 2017	At least two members of the local/regional coalition – FROM DIFFERENT MEMBERSHIP ORGANIZATIONS –will attend each state or regional meeting.
1.5 Completion of action-items stemming from regional meetings.	Spring and Fall 2016 and 2017	Status updates on action-items reported to TSF in quarterly reports.

1.6 Attend one in-person Community of Constituents Conference each year.	September 14, 2016; 2017 Date TBD (September or October 2017)	At least two members of the local/regional coalition – FROM DIFFERENT MEMBERSHIP ORGANIZATIONS – will attend each state or regional convening.
1.7 Participate on a Conference Planning Committee.	Ongoing (Jan 2016 – December 2017)	Activities provided in TSF reporting.
1.8 Adoption and inclusion of Guiding Principles through an existing communications infrastructure (e.g., website post).	By March 2016	Method of inclusion reported to TSF in quarterly report.

The Project Director, the individual directly responsible for developing the project, implementing the project and the project’s day-to-day supervision is:

Project Director:	Renee Dar-Khan
Phone:	951-867-3800
Fax:	951-867-3810
Email:	rdarkhan@co.riverside.ca.us

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	1/15/2017	Interim Report
Final Report	1/15/2018	FINAL Evaluation Report

The Foundation uses a web-based grant management system (Fluxx) for the submission of required reports. New grantees will be orientated on the Foundation’s Grants Administration Guide, including on the electronic submission of the two types of reports: Interim Reports and the Evaluation Report. Interim Reports and the Evaluation Report are required as a condition of grant payments. The

Foundation's Grants Administration Guide is a good resource for additional information on report submission.

**Interim Reports include:**

- A narrative section with specific questions regarding the project's progress during the reporting period;
- A status update on the objectives and activities outlined in the Scope of Work (SOW).
- An expenditure report that includes line item expenditures for the reporting period; and
- Any relevant project products.

**Evaluation Report includes:**

- A narrative section with specific questions regarding the entire project.
- A final status update on the objectives and activities outlined in the Scope of Work (SOW).
- A final expenditure report that includes line item expenditures for the entire grant period; and
- Any relevant project products.

Your assigned Program Officer may have additional questions regarding your reports, and provide feedback or guidance on your project as indicated.

Additionally, your Program Officer may request additional monthly reports, regular conference calls or regular e-mail updates.

For problems with the grants management system, please contact:

Karen Scheboth  
Director of Grants Administration  
562-308-2864  
[KScheboth@TheSCANFoundation.org](mailto:KScheboth@TheSCANFoundation.org)

**EXHIBIT B**  
**Grant Award and Payment**

Payments are contingent upon satisfactory accomplishment of milestones. Excluding any reduction for unused or uncommitted funds, the Grantee shall receive the following grant award:

Payment	Due Date	Time of Payment	Amount Due
1st	1/31/2016	Upon contract execution	\$8,000
2nd	1/31/2018	Approval of Final Report	\$2,000

The budget for the grant is as follows:\*

Project Period*: 1-15-16 to 12-31-16		PROJECT EXPENSES					
Direct Personnel Costs					FUNDING		
Personnel Year 1	Annual Base Salary	Calendar Months	% of Effort	Fringe Benefit %	Total Project Budget	In Kind Support*	Requested Funding
Renée Dar-Khan	\$89,883.00	12	1%	11%	\$998.00		\$998.00
					\$0.00		\$0.00
<b>Total Personnel Year 1</b>	<b>\$89,883.00</b>				<b>\$998.00</b>	<b>\$0.00</b>	<b>\$998.00</b>
Personnel Year 2	Annual Base Salary	Calendar Months	% of Effort	Fringe Benefit %	Total Project Budget	In Kind Support*	Requested Funding
Renée Dar-Khan	\$89,883.00	12	1%	11%	\$998.00		\$998.00
					\$0.00		\$0.00
<b>Total Personnel Year 2</b>	<b>\$89,883.00</b>				<b>\$998.00</b>	<b>\$0.00</b>	<b>\$998.00</b>
<b>SUBTOTAL PERSONNEL</b>					<b>\$1,996.00</b>	<b>\$0.00</b>	<b>\$1,996.00</b>
Direct Project Costs 1-15-16 to 12-31-16					Total Project Budget	In Kind Support*	Requested Funding
Supplies/Office Expenses					\$1,000.00		\$1,000.00
Communications					\$1,000.00		\$1,000.00
Travel					\$5,000.00		\$5,004.00
Meeting Expenses					\$1,000.00		\$1,000.00
							\$0.00
<b>Subtotal Direct Project Costs</b>					<b>\$8,000.00</b>	<b>\$0.00</b>	<b>\$8,004.00</b>
Other Costs Excluded from IDC Calc 1-15-16 to 12-31-16					Total Project Budget	In Kind Support*	Requested Funding
Rent							\$0.00
Subcontracts							\$0.00
Consultants							\$0.00
							\$0.00
<b>Subtotal Other Costs Excluded from IDC</b>					<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Indirect Cost Calculation (12% maximum) 1-15-16 to 12-31-16					Total Direct Costs	IDC Rate (%)	Calculated Indirect Costs**
					\$10,000.00		
<b>TOTAL BUDGET</b>							<b>\$10,000.00</b>

\* If so specified above, this grant assumes in-kind funding from third party sources. In-kind funding from third party sources shall not be adjusted unless otherwise agreed to in writing by the parties.