

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



**ITEM: 3.16
(ID # 17381)**

MEETING DATE:

Tuesday, November 02, 2021

FROM : OFFICE ON AGING:

SUBJECT: OFFICE ON AGING: Ratify and Approve Grantee Agreement with the National Council on Aging (NCOA) for the Benefits Enrollment Center (BEC) Grants Program for the period of October 1, 2021-September 30, 2022; All Districts. [\$100,000 - 100% NFPO Grant] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve Grantee Agreement with the National Council on Aging (NCOA), for the Benefits Enrollment Center (BEC) Program, in the amount of \$100,000, for the period of October 1, 2021-September 30, 2022, and authorize the Chair of the Board to sign the agreement on behalf of the County;
2. Authorize the Office on Aging Director, or Deputy Director, as approved as to form by County Counsel to: (a) sign any extensions of the Grantee Agreement for up to three (3) additional years through September 30, 2025, and (b) to make modifications to the scope of services that stay within the intent of the Agreement; and
3. Approve and direct the Auditor Controller to make the budget adjustments shown on Schedule A.

ACTION: 4/5 Vote Required, A-30, Policy

A handwritten signature in blue ink, appearing to read "Jewel Lee", is written over a horizontal line.

Jewel Lee, Director of Office on Aging

10/19/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: November 2, 2021
xc: OoA

Kecia R. Harper
Clerk of the Board
By: Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$75,000	\$25,000	\$100,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Not-For-Profit Organization (NFPO) Grant			Budget Adjustment:	Yes
			For Fiscal Year:	21/22-22/23

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

A not-for-profit advocacy and service organization, the National Council on Aging (NCOA) was founded in 1950 as the first charitable organization in the United States that would provide a national voice for older Americans and act as their advocates in dealing with service providers and policymakers. Through its Benefits and Enrollment Center (BEC) Grant Program, NCOA awards grants to interested and qualified organizations, businesses, and governmental organizations to serve the needs of older adults and persons with disabilities through person-centered strategies in a coordinated, community-wide system to find and complete applications on behalf of Medicare beneficiaries who have limited income and resources in available benefits with the primary focus being on submitting applications for the following benefits programs: Medicare Part D Extra Help (or Low Income Subsidy, LIS), Medicare Savings Programs (MSP), Medicaid, Supplemental Nutrition Assistance Program (SNAP) and Low-Income Home Energy Assistance (LIHEAP).

The purpose of this Agreement is for the Riverside County Office on Aging to establish a BEC throughout the county in order to find and assist Medicare beneficiaries, both seniors and adults with disabilities, in completing applications for all the need-based public benefits for which they may be eligible and assist with recertifications. This is to be accomplished, in part, through the designation of a program-level staff member to serve as the coordinator who will take major responsibility for working with NCOA on initiative components including the design, implementation, and evaluation of the project. The grant period is from October 1, 2021 through September 30, 2022.

Impact on Residents and Businesses

These funds are to be utilized in accordance with the BEC program objectives and requirements, as well as support and strengthen access for residents to existing programs and services currently provided by the County of Riverside on behalf of its Department of the Office on Aging.

Additional Fiscal Information

These services are funded with grant funds which are allocated to service partners through agreement with the NCOA. The Grantee Agreement between the NCOA and County of Riverside for the BEC Grant Program is for a total amount of \$100,000. This new funding was

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not included in FY 21/22 recommended county budget submittal; therefore, the attached budget adjustment is necessary to reflect the revenue under this agreement in the current fiscal year.

There is no impact to county general funds and no additional match is required.

ATTACHMENTS:

**ATTACHMENT A. GRANTEE AGREEMENT WITH THE NATIONAL COUNCIL ON
AGING FOR THE BENEFITS AND ENROLLMENT CENTER
INITIATIVE**

ATTACHMENT B. SCHEDULE A – BUDGET ADJUSTMENT


Brianna Lontajo, Principal Management Analyst

10/26/2021


Gregory L. Priamos, Director County Counsel

10/21/2021



NCOA PO# Assigned:
Grantee Agreement

This Grantee Agreement ("Agreement") is entered into by The National Council on Aging Inc., a New York not-for-profit corporation hereinafter referred to as "NCOA", and County of Riverside, a political subdivision of the State of California, on behalf of its Office on Aging, hereinafter referred to as "GRANTEE". The GRANTEE agrees to operate the project in accord with the terms and conditions hereof and any and exhibits included herein. This Agreement is contingent, in its entirety, on GRANTEE'S strict conformance with the terms of this Agreement.

GRANTOR		GRANTEE
National Council on Aging, Inc. 251 18th Street, South Suite 500 Arlington, VA 22202		County of Riverside Office on Aging 3610 Central Avenue Riverside, CA 92506 Organization DUNS #: _____ State of Inc. (if diff. from above): _____ Organization Congressional District: _____ Is Org. registered in CCR: _____ Current CCR expiration: _____
GRANTEE GRANT PERIOD	October 1, 2021-September 30, 2022 (the "Grant Period")	
Funds Awarded (the "Grant Funding")		\$100,000
NCOA's Federal Source (if applicable):	CFDA #: <u>93.071</u>	Agency Name: Administration for Community Living
Method of Payment	<input type="checkbox"/> Cost Reimbursement <input checked="" type="checkbox"/> Advance Payment Initial Payment: \$60,000 2 nd Payment: \$30,000 Final Payment: \$10,000 <input type="checkbox"/> Other (and if so provide details)	
Approved for NCOA by:		Approved for GRANTEE by:
NAME Donna Whitt		NAME Karen Spiegel
TITLE Chief Financial Officer		TITLE Chair, Board of Supervisors
SIGNATURE		SIGNATURE <i>Karen S. Spiegel</i>
DATE		DATE NOV 02 2021

ATTEST:
KECIA R. HARPER, Clerk
By *[Signature]* DEPUTY

FORM APPROVED COUNTY COUNSEL
BY *[Signature]* 10-13-21
ESEN E SAINZ DATE

NOV 02 2021 3.16

ADDITIONAL TERMS AND CONDITIONS

WHEREAS, NCOA and the GRANTEE desire to enter into this Agreement whereby NCOA will provide grant funding to GRANTEE during the Grant Period contingent upon the provision of certain services as described in this Agreement.

That NCOA and the GRANTEE acting by and through their representatives have collectively agreed and by execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks and compliance with the terms and conditions described herein.

I. PURPOSE

A. Project Objectives

The GRANTEE understands and agrees that the purpose of the Agreement is to provide funding to GRANTEE during the Grant Period to implement a Benefits Enrollment Center (BEC) based on the GRANTEE's application submitted to and approved by NCOA, that uses person-centered strategies in a coordinated, community-wide system to find and complete applications on behalf of Medicare beneficiaries, both seniors and persons with disabilities, who have limited income and resources in available benefits—with the primary focus being on submitting applications for the following benefits programs: Medicare Part D Extra Help (or Low Income Subsidy, LIS), Medicare Savings Programs (MSP), Medicaid, Supplemental Nutrition Assistance Program (SNAP) and Low-Income Home Energy Assistance (LIHEAP).

The primary objectives, to be undertaken over the 12-Month Grant Period (October 1, 2021-September 30, 2022) include:

- 1) Leading an effort to use a person-centered approach to find and assist Medicare beneficiaries, both seniors and younger people with disabilities, in completing applications for all the need-based public benefits for which they may be eligible. By person-centered, we mean screening clients for all benefits and assisting individuals with applying for all of the benefits for which they screen eligible;
- 2) Designating a program-level staff member to serve as the coordinator will take major responsibility for working with NCOA on initiative components including the design, implementation, and evaluation of the project;
- 3) Screening and filing applications or recertification on behalf of at least **500** Medicare beneficiaries in all of the benefits for which they are eligible (on average 1.75 applications per beneficiary), with a focus on the following core benefits:
 - i. Medicare Part D Extra Help (or Low-Income Subsidy, LIS)
 - ii. Medicare Savings Programs (MSP)
 - iii. Medicaid
 - iv. Supplemental Nutrition Assistance Program (SNAP, formerly Food Stamps)

- v. Low-Income Home Energy Assistance Program (LIHEAP);
- 4) Strengthening relationships with government agencies determining eligibility for benefits, such as state Medicaid agencies, and with other members of the aging and disability networks, such as Area Agencies on Aging (AAAs) Aging and Disability Resource Centers (ADRCs), and No Wrong Door (NWD) system, etc. as mutually determined to be appropriate by NCOA and GRANTEE;
- 5) Providing monthly web-based reports of outreach and enrollment figures, including numbers of people assisted with enrolling in benefits, and required financial and end-of-grant reporting;
- 6) Sharing best practices, lessons learned, and case management tools;
- 7) Participating in periodic conference calls and responding promptly to periodic emails and web-based surveys aimed at gathering information, such as case studies and best practices that will be helpful to other organizations in their outreach and enrollment efforts;
- 8) Sending the project director to NCOA's national conference;
- 9) Hosting NCOA staff for project site visits as requested; and
- 10) Responding to emails and phone calls from NCOA staff members in a timely manner

B. Special Assurances

- 1) GRANTEE agrees to use its best efforts to comply with all terms and conditions of this Agreement.
- 2) In the event that GRANTEE is unable or unwilling to perform such services in a manner consistent with the terms of this Agreement, GRANTEE shall immediately notify NCOA in writing of such fact and the reasons therefor in reasonably sufficient detail, including whether such inability or unwillingness is temporary or permanent.
- 3) If the underlying grant is funded by a U.S. Government agency or a funder that has specific requirements that are set forth in the request for proposal or application process, GRANTEE agrees to abide by all such requirements and provisions made known to GRANTEE, either through the proposal or application process or as explicitly designated below.

Funds for this grant are federal funds provided from the US Department of Health and Human Services Administration for Community Living and subject to the terms and conditions provided in the HHS Grants Policy Statement.

II. GRANTEE RELATIONSHIP

A. GRANTEE Representations, Warranties and Covenants

GRANTEE represents warrants and covenants that:

- 1) at all times during the Grant Period it is and shall be in compliance with all applicable state and federal laws, regulations, requirements and standards and all requirements of all funding sources;

- 2) it possesses the legal right and authority and has obtained all necessary and appropriate official action necessary for GRANTEE to enter into this Agreement, receive the funds authorized by this Agreement, and to perform the services the GRANTEE has obligated itself to perform under this Agreement.
- 3) the person or persons signing and executing this Agreement on behalf of the GRANTEE, or representing themselves as persons authorized to sign and execute this Agreement on behalf of the GRANTEE, have been fully authorized by the GRANTEE to execute this Agreement on behalf of the GRANTEE and to validly and legally bind the GRANTEE to all terms, conditions, performances and provisions herein set forth;
- 4) all statements and responses provided by GRANTEE to NCOA in its grant application and related documents which gave rise to this Agreement were when given and remain accurate and complete in all material respects.

B. Breach of Representations and Warranties

In addition to any rights NCOA may have under this Agreement, NCOA shall have the right to terminate this Agreement immediately upon written notice to GRANTEE in the event of any breach by GRANTEE of the foregoing representations, warranties and covenants. In such event, GRANTEE shall immediately refund to NCOA all Grant Funding received as of the effective date of suspension or termination.

C. Independent Contractor

Each of the parties is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other. Neither party has authorization to enter into any contracts, assume any obligations or make any warranties or representations on behalf of the other party. Nothing in this Agreement shall be construed to establish a relationship of co-partner or joint venture between the parties. NCOA shall not be responsible and shall have no obligation to GRANTEE, the employees of GRANTEE or any governing body to withhold Federal, State, or local income tax, or NCOA's employee portion of FICA or other payroll taxes, and other taxes relating from any individual assigned by GRANTEE to provide services under this Agreement; GRANTEE shall indemnify, defend and hold NCOA harmless from all liabilities, costs and expenses, including without limitation reasonable attorneys' fees resulting from all third party claims brought against NCOA for any FICA, FUTA, or SUI contributions and any other payroll taxes or any claims of any nature, relating to GRANTEE's employees or staff arising from the performance of services under this Agreement.

D. Prohibition against Lobbying

- 1) GRANTEE will not knowingly attempt to influence any member of Congress, State or local legislator to favor or oppose any legislation or appropriation associated with this Agreement.

- 2) Grant Funding shall not be used for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or film presentation designed to support or defeat legislation pending before the Congress or state or local legislatures.
- 3) Grant Funding shall not be used to pay the salary or expenses of any grant or contract recipient, or agent acting on behalf of such recipient, related to any activity designed to influence legislation or appropriation pending before the Congress or state or local legislatures.

E. Scope of Agreement

- 1) This Agreement constitutes the entire agreement by the parties hereto concerning the work and services to be performed and the Grant Funding provided hereunder, and any prior or contemporaneous, oral or written agreement which varies from the terms hereof shall be void. This Agreement may only be amended by a writing clearly setting forth the amendments and signed by both parties.
- 2) The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph or other part of this Agreement shall be determined to be invalid by a court, federal agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

F. Reporting and Evaluation Participation Requirements

GRANTEE will be responsible for the following reporting and evaluation participation requirements:

1. GRANTEE will be required to provide monthly web-based reports on progress toward its outreach, client, and application goals in a timely manner.
2. GRANTEE will be required to provide an interim financial report on grant expenditures as of March 31, 2022. This interim financial report is due April 30, 2022. A final financial report and final narrative report as of September 30, 2022, is due no later than October 31, 2022. A narrative must accompany both financial reports that explain any variance of 10 percent or greater.
3. GRANTEE will be required to respond promptly to periodic emails and web-based surveys aimed at gathering information, such as case studies and best practices, which will be helpful to the other organizations in their outreach and enrollment efforts. GRANTEE will be required to share samples of materials and tools that are developed under this project.

G. Indemnification

- 1) Each party shall indemnify, defend and hold harmless the other for all liabilities, costs, claims and expenses, including, without limitation, reasonable attorneys' fees, arising

from third party claims brought against the other party for personal injury or death or damage to real property or intangible or tangible personal property to the extent caused by the negligent acts or omissions of the indemnifying party, provided, however, if there also is fault on the part of the other party or any entity or individual indemnified under this Agreement or any entity or individual acting on an indemnified party's behalf, the foregoing indemnification shall be administered on a comparative fault basis.

- 2) Each party shall promptly notify the other party in writing of any and all litigation, claims, notices or demands known to such party, whether made against it or the other party, in connection with this Agreement. Each party shall cooperate with the other in the defense or handling of any claim, action or investigation relating to this Agreement. In all circumstances, the indemnifying party shall have sole control of the defense and resolution of the claim. The indemnifying party may settle or compromise or consent to the entry of any judgment without the consent of the indemnified party, as long as such settlement, compromise or judgement does not include any admission of fault on the part of the indemnified party. In such event, the consent of the indemnified party shall be required, which shall not be unreasonably withheld.
- 3) In all circumstances, the indemnified party shall have the right to participate in the defense of any proceedings with counsel of its own choosing, at its sole expense, and shall cooperate with the indemnifying party in the defense of any claim.

H. Subcontractors

GRANTEE shall not subcontract or delegate any portion of the work under this Agreement to any third party without NCOA's prior written consent and approval, which consent and approval may be given in NCOA's sole discretion, and which may be obtained in the application/review process. As appropriate for those not approved in advance, GRANTEE shall provide NCOA written notice of any proposed subcontracting, including information about the services to be subcontracted, the identity of the subcontractor and other reasonable detail for NCOA to consider such request. NCOA may withhold its consent by notice to GRANTEE within fifteen (15) calendar days after receipt of written notice from GRANTEE of the proposed subcontractor. Failure of NCOA to respond to a request for consent from GRANTEE within such fifteen (15) calendar day period shall be deemed to be NCOA's approval of the subcontractor. GRANTEE shall be responsible and solely liable for the acts and omissions of its approved subcontractors performing services on its behalf under this Agreement, including the performance of any subcontractors and their respective affiliates and shall be liable for and indemnify, defend and hold NCOA harmless for such subcontractors' (and their respective affiliates') misuse or misappropriation of any Confidential Information and/or any breach of the terms of this Agreement or the subcontractor's agreement with GRANTEE.

III. GENERAL ADMINISTRATIVE PROVISIONS

A. Period of Performance

The term of this Agreement shall be for the period as designated on Page 1 of this Agreement, and as may be changed only by a mutually approved written amendment to this Agreement.

B. Total Funds Awarded

GRANTEE will be provided Grant Funding as described in the payment schedule shown on Page 1 of this Agreement. Payments will be distributed via check to the GRANTEE only after receipt of this Agreement, signed by both parties, and a completed W-9 form. It is understood and agreed that in no event shall the total distribution of grant funds made by NCOA to GRANTEE during the term of the Agreement exceed the amount of Grant Funding designated on Page 1 or as further adjusted by a mutually approved amendment of this Agreement.

C. Agreement Termination

1) Termination for Cause

- A. NCOA retains the right to terminate this Agreement in NCOA's discretion if NCOA has a reasonable basis for believing GRANTEE is not or will not be carrying out the project as specified herein. If the GRANTEE fails to perform in whole or in part the terms of this Agreement or fails to make sufficient progress so as to endanger performance, NCOA will notify the GRANTEE of such unsatisfactory performance in writing. The GRANTEE has ten (10) business days in which to respond with a written plan acceptable to NCOA for correction of deficiencies. If the GRANTEE does not respond within such ten (10) business days with an appropriate corrective action plan, NCOA may terminate this Agreement immediately upon written notice to GRANTEE which termination will become effective on the date specified by NCOA in such notice.
- B. Either party may terminate this Agreement upon at least thirty (30) days' advance written notice in the event of a material breach of the terms and conditions of this Agreement by the other party and failure to cure such breach within the thirty (30) day period following receipt of such written notice.

2) Termination for Convenience

Either party may terminate this Agreement for convenience by providing the other party at least thirty (30) days' advance written notice of such termination. Such notice shall specify the effective date of termination. The GRANTEE shall be entitled to receive just and equitable compensation for any allowable services satisfactorily performed hereunder through the date of termination.

3) Termination for Failure to Execute Program

NCOA shall have the right to terminate this Agreement, in NCOA's discretion, in the event of non-compliance by GRANTEE with GRANTEE's obligations set forth herein,

or if NCOA has a reasonable basis for believing the GRANTEE is not or will not be carrying out the project as specified herein.

4) Notice of Termination/ Partial Termination

Whenever for any reason NCOA shall determine that such termination is necessary, any such termination shall be effective by delivery to the GRANTEE of a Notice of Termination specifying whether termination is for cause or for the convenience of NCOA, the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective. Upon such termination of this Agreement, NCOA will determine the amount due the GRANTEE, or otherwise, such sum will in no event exceed the Grant Funding set forth in the first page of this Agreement.

In the event of a partial termination, the portion of the Grant Funding which is payable with respect to the services under the continued portion of the Agreement shall be equitably adjusted by NCOA, and such adjustment shall be evidenced by a written modification to this Agreement.

IV. MISCELLANEOUS

A. Advertising/Publicity

Except as otherwise agreed by the parties, or required by NCOA to achieve Project objectives, neither party shall, without the prior written consent of the other, use in advertising, publicity, on the internet or otherwise the names, trade names, service marks, trade dress or logo of the other party or any of its affiliates or refer to the existence of this Agreement in any press releases, advertising, web sites or materials distributed or made available to prospective customers or other third parties.

B. Successors and Assigns

Without NCOA's express prior written consent, which may be withheld in NCOA's sole discretion, GRANTEE shall not assign, transfer or delegate any of the rights or obligations under this Agreement. This Agreement and all of its provisions shall inure to the benefit of and become binding upon the parties and the successors and permitted assigns of the respective parties.

C. Survival

Any provision of this Agreement which by its nature must survive termination or expiration in order to achieve the fundamental purposes of this Agreement shall survive any termination or expiration of this Agreement. For clarity, provisions that survive termination shall include Section II (G) (Indemnification), Section IV(D) (Confidentiality) and Section IV(E) (Governing Law) and Section IV(F) (Disclaimers/ Liability Limits).

D. Confidential Information

This Agreement shall apply to all confidential and proprietary information disclosed by each party to the other including, but not limited to, data relating to a party's products, equipment, inventions, discoveries, trade secrets, secret processes, knowledge databases and proposals which access knowledge databases, financial data, personnel records, patient records, medical records, health information, test results, proprietary computer programs, marketing information, and any other similar information which is (a) clearly marked to indicate its confidential or proprietary status, if disclosed by one party to the other in written, graphic, recorded, photographic or any machine readable form, or (b) by its nature proprietary or non-public, even if not marked and regardless how it is disclosed. A party's Confidential Information shall include Confidential Information of a party's contractors, agents, and vendors.

"Confidential Information" shall not include information which (a) was already known to either party prior to the time that it is disclosed to such party hereunder; (b) is in or has entered the public domain though no breach of the Agreement or other wrongful act of either party; (c) has been rightfully received from a third party without breach of this Agreement; (d) has been approved for release by written authorization of either party; or (e) is required to be disclosed pursuant to the final binding order of a governmental agency or court of competent jurisdiction, provided that NCOA has been given reasonable notice of the pendency of such an order the opportunity to contest it.

Both parties agree that they will be deemed to be in a fiduciary relationship of confidence with respect to the Confidential Information disclosed to it by the other party. Both parties agree to hold the other's Confidential Information in strict confidence and not to disclose such information to any third party, or to use it for any purpose other than that contemplated by the parties at the execution of this Agreement. Both parties agrees that it will employ all reasonable steps to protect the Confidential Information from unauthorized or inadvertent disclosure, including without limitation all steps that it takes to protect its own information that it considers proprietary. Either party may disclose the other's Confidential Information only to those employees having a need to know and only to the extent necessary to enable the parties to adequately perform their respective responsibilities. Notwithstanding the foregoing, NCOA understands that GRANTEE is a government entity and the terms of this Agreement may be subject to disclosure under the California Public Records Act or the Brown Act. For the avoidance of doubt, NCOA agrees GRANTEE has the sole authority to determine whether the information is exempt from public release.

No copies of the Confidential Information shall be made by either party except as may be necessary to perform services relating to the Confidential Information. If requested by NCOA, GRANTEE agrees to destroy any Confidential Information of NCOA in its possession or control.

Each party acknowledges the any unauthorized disclosure or unauthorized use of Confidential Information by the receiving party will cause irreparable harm and loss to the disclosing party. In the event of any actual or threatened breach of this provision by a receiving party, the disclosing party shall be entitled to seek emergency interim relief prohibiting disclosure of its Confidential Information, which action shall not restrict or limit any other remedies legal or equitable that the disclosing party determines to seek.

Notwithstanding the foregoing, each party may disclose Confidential Information (a) to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law or (b) on a "need-to-know" basis under an obligation of confidentiality to its attorneys, accountants, banks and other financing sources and their advisors. In the event of a proposed disclosure hereunder, reasonable efforts will be made to provide this notice in sufficient time to allow the disclosing party to seek an appropriate confidentiality agreement, protective order, or modification of any disclosure, and the party required to make the disclosure will reasonably cooperate in such efforts. Any Confidential Information so disclosed shall continue to be treated as confidential in accordance with this Agreement until and unless it falls within one of the exceptions set forth above.

E. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to choice of law principles. Any action brought under or in relation to this Agreement shall be brought in a State or Federal court with venue in the State of California, Riverside County. The parties consent to the jurisdiction of such courts over them, stipulate to the convenience, efficiency and fairness of proceeding in such courts, and covenant not to assert any objection to proceeding in such courts based on the alleged inconvenience, inefficiency or unfairness of such courts.

F. Disclaimers/ Liability Limits

- 1) EXCEPT FOR A BREACH OF SECTION IV(D) (CONFIDENTIALITY), OR INDEMNIFICATION OBLIGATIONS UNDER SECTION II(G), IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR COSTS OF SUBSTITUTE SERVICES) ARISING OUT OF THIS AGREEMENT OR ITS TERMINATION, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE OR HAS CONSTRUCTIVE KNOWLEDGE OF SUCH DAMAGE, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. IN ANY EVENT, NCOA'S CUMULATIVE LIABILITY UNDER THIS AGREEMENT FOR ANY AND ALL CLAIMS SHALL NOT EXCEED THE TOTAL AMOUNT OF THE GRANT FUNDING PAID AND PAYABLE BY NCOA TO THE GRANTEE UNDER THIS AGREEMENT.
- 2) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF NONINFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

G. Notices

Any notices, correspondence or other communications relating to this Agreement required or permitted to be given hereunder will be sufficient if made in writing and sent by official postal services (e.g. US mail, FedEx) , facsimile, email or by hand delivery. Notices shall be addressed to the physical or email address(es) as set forth on the first page of this Agreement, or such other address in the United States as either party may specify for itself by notice to the other party as provided herein. Notice shall be deemed served upon postal service or recipient acknowledgement of receipt. For clarity, email or other electronic notice shall be deemed served upon recipient's express acknowledgement of receipt.

**Office on Aging
Schedule A
FY 21/22**

Increase estimated revenue:	21450-5300100000-781850	Grants-Nongovt Agencies	\$75,000
Increase appropriations:			
21450-5300100000-510040	Regular Salaries		41,716
21450-5300100000-513000	Retirement-Misc.		9,028
21450-5300100000-513120	Social Security		2,587
21450-5300100000-513140	Medicare Tax		605
21450-5300100000-515040	Flex Benefit Plan		6,261
21450-5300100000-515100	Life Insurance		35
21450-5300100000-515120	Long Term Disability		106
21450-5300100000-515160	Optical Insurance		10
21450-5300100000-515220	Short Term Disability		201
21450-5300100000-515260	Unemployment Insurance		173
21450-5300100000-518010	Def Comp Ben Mgmt & Conf		64
21450-5300100000-518020	Flexible Spending Account Fees		4
21450-5300100000-518140	SEIU Training		9
21450-5300100000-518150	LUNA Health & Safety		3
21450-5300100000-518180	Other Post Employment Benefits		15
21450-5300100000-520230	Cellular Phone		1,500
21450-5300100000-523700	Office Supplies		1,500
21450-5300100000-523750	Postage-Mailing Expense		375
21450-5300100000-523800	Printing/Binding		2,250
21450-5300100000-524660	Consultants		1,875
21450-5300100000-529000	Miscellaneous Travel Expense		1,500
21450-5300100000-529040	Private Mileage Reimbursement		5,183
			<u>75,000</u>