

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS DATE: 5/31/16

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

904



FROM: Riverside University Health System – Public Health

SUBMITTAL DATE:

SUBJECT: Ratify the acceptance of the award from the Regents of the University of Colorado, a body corporate, for and on behalf of the University of Colorado Denver. Districts: All [\$15,000 – University of Colorado Denver]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the acceptance of the award from the Regents of the University of Colorado, a body corporate, for and on behalf of the University of Colorado Denver in the amount of \$15,000 for the period of January 1, 2016 through December 31, 2016; and
2. Authorize the Chairperson to sign two (2) copies of said Agreement on behalf of the County; and

BACKGROUND:

Summary

Departmental Concurrence

HP:ra

Sarah S Mack
 Sarah S Mack, Director
 RUHS – Public Health

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 3,659	\$ 11,341	\$ 15,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: 100 percent funded by the Regents of University of Colorado.				Budget Adjustment: No	
				For Fiscal Year: 15/16 – 16/17	

C.E.O. RECOMMENDATION:

APPROVE

BY: *Christopher M. Hans*
 Christopher M. Hans

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
 Nays: None
 Absent: None
 Date: June 21, 2016
 xc: RUHS, Public Health

Kecia Harper-Ihem
 Clerk of the Board
 By: *Kecia Harper-Ihem*
 Deputy

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.:

District: All

Agenda Number:

3-64

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Ratify the acceptance of the award from the Regents of the University of Colorado, a
body corporate, for and on behalf of the University of Colorado Denver. Districts: All [\$15,000 –
University of Colorado Denver]**

DATE:

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

The Practice Change Leaders National Program Office has identified a menu of strategies designed to further enhance the projects and leadership skills of current Practice Change Leaders as well as alumni of both the Practice Change Fellows and Practice Change Leaders programs. Hermia Parks, Director of Public Health Nursing is a Practice Change Leaders Alumnus.

Through participation in the two years Practice Change Fellows program, Ms. Parks developed the Healthier Living Program for Senior (HELPS Plus), Taylor/Allers component. This evidence based Chronic Disease Self-Management model offers six weekly interactive workshops to help those with ongoing conditions learn how to take control of their health. The HELPS Plus Taylor/Allers component includes the addition of a seventh week, which incorporates food demonstration and exercise session and optional home visits aimed at helping older adults with chronic conditions learn how to self-manage and take control of their health.

The Practice Change Leaders National Program has awarded RUHS – Public Health \$15,000 to continue to support the important contributions HELPS Plus Taylor/Allers program is making to the residences of Riverside County.

Impact on Residents and Businesses

Empowering seniors to self-manage their own chronic diseases resulting in decreased emergency room visits and increased visits to their primary care providers.

SUPPLEMENTAL:

Additional Fiscal Information

The award is 100 percent funded by the Regents of the University of Colorado, a body corporate, for and on behalf of the University of Colorado Denver.

The amount of \$3,659 was included in the Fiscal Year 2015/2016 budget, therefore no budget adjustment is needed.


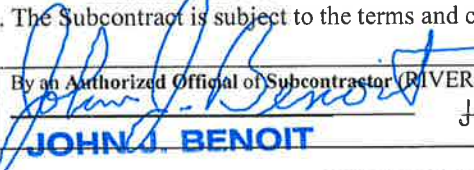
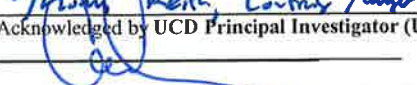

Year	Amount
2015/2016	\$3,659
2016/2017	11,341
Total	\$15,000

SUBCONTRACT

Institution/Organization ("UCD"): Regents of the University of Colorado, a body corporate, for and on behalf of the UNIVERSITY OF COLORADO DENVER , a public institution of higher education created under the constitution and the Law of the State of Colorado	Institution/Organization ("Subcontractor"): Name: Riverside University Health System - Public Health Prime Award Number: 2014-0308 Amount Funded this Action: \$15,000
Prime Sponsor ("Sponsor"): John A. Hartford Foundation	Prime Award Number: 2014-0308 Amount Funded this Action: \$15,000
UCD Principal Investigator: Eric Coleman	Amount Funded this Action: \$15,000
Current Period of Performance: Budget Period From: Jan. 1, 2016 To: Dec. 31, 2016	Anticipated Subcontractor Participation Period: Project Period From: Jan. 1, 2016 To: Dec. 31, 2016
Subcontract No.: FY16.111.023	Project No.: 2-5-224035 2-5-24147
Project Title: Practice Change Leaders for Aging and Health	
Reporting Requirements are detailed in Attachment 1.	

TERMS AND CONDITIONS

- 1) UCD hereby awards a cost reimbursable subaward, as described herein, to Subcontractor. The statement of work and budget for this Subcontract are as shown in Attachment 4. In Subcontractor's performance of the work, Subcontractor shall be an independent entity and not an employee or agent of UCD.
- 2) UCD shall reimburse Subcontractor not more often than monthly for reasonable, allocable, and allowable costs not to exceed Amount Funded. All invoices shall be submitted using Subcontractor's standard invoice, but at a minimum shall include current and cumulative costs, Budget Period, Subcontract Number, Project Number, and certification as to truth and accuracy of invoice. *Invoices that do not reference UCD's Subcontract Number shall be returned to Subcontractor.* Invoices and questions concerning invoice receipt or payments should be directed to the UCD's Administrative Contact, as shown in Attachment 3A.
- 3) A final statement of cumulative costs incurred, marked "FINAL" must be submitted to UCD's Administrative Contact, as shown in Attachments 3A, NOT LATER THAN sixty (60) days after Subcontract end date. The final statement of costs shall constitute Subcontractor's final financial report.
- 4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subcontractor. UCD reserves the right to reject an invoice. Financial obligations of UCD are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available and authorized by the Sponsor.
- 5) Matters concerning the technical performance of this Subaward should be directed to the appropriate party's Principal Investigator, as shown in Attachments 3A and 3B. Technical reports are required as described in Attachment 1.
- 6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subcontract, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachments 3A and 3B. Any such changes made to this Subcontract require the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.
- 7) Each party agrees to be responsible for the acts or omissions of its employees, officers, or directors except that UCD's liability is expressly limited by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., and the Eleventh Amendment to the United States Constitution and nothing herein shall be construed as a waiver of such immunity.
- 8) Either party may terminate this Subcontract with thirty (30) days written notice to the appropriate party's Administrative Contact as shown in Attachments 3A and 3B. UCD shall reimburse Subcontractor for termination cost as allowable by the Sponsor.
- 9) No-cost extensions require the approval of UCD. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3A, not less than thirty (30) days prior to the desired effective date of the requested change.
- 10) The Subcontract is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachments 1 and 2 incorporated herein.
- 11) By signing below, Subcontractor makes the certifications and assurances shown in Attachments 1 and 2 and will comply with the Reporting Requirements as found in Attachment 1. The Subcontract is subject to the terms and conditions, as identified in Attachment 1 and 2.

By an Authorized Official of UCD (UCD OGC):  Date: 8/12/16	By an Authorized Official of Subcontractor (RIVERSIDE):  JOHN J. BENOIT Date: JUN 21 2016
Acknowledged by UCD Principal Investigator (UCD PI):  Date: 7-21-16	CHAIRMAN, BOARD OF SUPERVISORS ATTEST: KECIA HARPER-IHEM, Clerk  DEPUTY JUN 21 2016 364

3040 2EB 18 WH11-23
 VERIFICATION OF SIGNATURES
 PUBLIC SAFETY DIVISION

ATTEST:
 KECIA HARPER-IHEM, Clerk
 DEPUTY
 JUN 21 2016 364

FORM APPROVED COUNTY COUNSEL
 BY: 
 MARSHAL L. VICTOR DATE: **5/27/16**

2016-9-133079

**Subcontract
ATTACHMENT 1
Certifications, Assurances, and Reporting**

By signing the Subcontract, the Subcontractor's Authorized Official certifies, to the best of his/her knowledge and belief, that:

Debarment, Suspension, and Other Responsibility Matters

Subcontractor certifies by signing this Subcontract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Audit Requirement

Subcontractor certifies that it performs an annual audit. Subcontractor will notify UCD upon completion of such audit if there are any adverse findings which impact this Subcontract. Subcontractor is further required to certify that all expenditures reported or payments requested under this Subcontract were for the appropriate purposes and in accordance with the provisions of the Prime Award. See Attachment 2.

UCD Liability

It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the University of its governmental immunity or of the governmental immunity of the State of Colorado, as an express or implied acceptance by the University of liabilities arising as a result of actions which lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq. or as a waiver of the University's immunity under the Eleventh Amendment to the United States.

Reporting Requirements

Technical Reports

- 1) Subcontractor shall periodically submit formal report(s) to the UCD Principal Investigator on the progress of the work and results being obtained. Subcontractor shall make available to UCD all information relative thereto.
- 2) Reporting is to be done annually during the term of this Subcontract and at the termination of the Subcontract, unless quarterly or other special reports are also requested by the UCD Principal Investigator.
- 3) Progress and final reports shall be due with thirty (30) days following the end of the defined period and submitted to the UCD Principal Investigator. Such reports shall fully and promptly disclose to UCD any ideas, concepts, designs, methods, inventions, modifications, improvements, new uses, and discoveries which are conceived and/or made in the performance of the work by one or more of Subcontractor's personnel (hereinafter referred to as "Intellectual Property"), whether or not patentable.
- 4) Subcontractor shall submit any report requested or required by the Sponsor pursuant to the Prime Award. See Attachment 2.

Financial Reports and Invoice Requirements

- 1) Subcontractor is expected to maintain an accurate accounting, compliant with OMB Circular A-133 standards, of all costs incurred in the performance period of this Subcontract and all costs under this Subcontract must be based on actual costs that are reasonable, allocable, and allowable.
- 2) Each invoice must be accompanied by a detailed, transaction report from the Subcontractor's General Ledger system for time period covered by the invoice. At a minimum, this report must contain the amount, the date the transaction occurred, and a description of each transaction. The total number of transactions on this report must also agree with the invoice amount unless there is an adjusting expense item with the final invoice. In the case of a final invoice adjustment, adequate audit detail should accompany the General Ledger transaction level detail report so that the invoice amount can be reconciled to the General Ledger transaction level detail report and supporting documentation.
- 3) Substantiating documents including but not limited to travel receipts, purchase orders, invoices for services and supplies, time records, etc., shall be retained and provided by Subcontractor to UCD upon request.
- 4) Subcontractor may request approval to invoice more frequently than monthly if applicable. Such request shall be sent to UCD Administrative Contact as shown in Attachment 3A.
- 5)

THE JOHN A. HARTFORD FOUNDATION, INC.
Agreement to Accept Conditions for Support

In the event of an award ("Award") by The John A. Hartford Foundation, Inc. ("Foundation"), the organization requesting support ("Grantee") agrees to the following conditions of the Award:

(a) All funds advanced by the Foundation under the Award shall be used by the Grantee solely for the activities described in the proposal submitted to the Foundation (or a revised work program approved in writing by the Foundation). Any unexpended balance remaining in the hands of the Grantee upon the expiration of the grant as hereinafter provided shall, at the option of the Foundation, be returned to it.

(b) The project shall be commenced with reasonable promptness and the Grantee shall notify the Foundation in writing of the date of such commencement. If, in the sole opinion of the Foundation, there shall not have been a bona fide commencement of the project for which the Award is made within a reasonable time following the date of acceptance thereof by the Grantee, the Foundation reserves the right to rescind all or any part of the Award.

(c) The funds granted shall be advanced by the Foundation to the Grantee during the term of the Award in installments as mutually agreed upon by the Grantee and the Foundation. Payment of the first installment on the Award will be arranged after notification of the starting date as provided in paragraph (b).

(d) All funds granted by the Foundation to the Grantee shall, until expended by the Grantee for the purposes of the Award, be held by the latter in a special ledger account for such purposes or for return to the Foundation as herein provided. While so held by the Grantee, such funds shall not be used for any other purpose and shall not be invested in any manner which would jeopardize or impair their availability for use by the Grantee for the purposes hereinabove provided, or for return to the Foundation as hereinafter provided. Such earnings as may accrue from investment of grant funds may be used by the Grantee to augment the Award or for other charitable, scientific or educational purposes of the Grantee.

(e) During the grant period and for three years thereafter, the Grantee shall furnish or make available to the Foundation or its designated representative for inspection and audit all records, reports or other data (including financial records and receipts) pertaining to the project. The Grantee shall comply with all provisions of the Foundation's Administrative Procedures Guide, (a copy of which the Grantee has received and hereby acknowledges receipt of), making scheduled progress and financial reports to the Foundation as described in the Guide.

(f) The Grantee will: 1) make available to the public on a nondiscriminatory basis, the results (including, without limitation, any patents, copyrights, processes or formulae) of research or other activities carried on under the Award; and 2) refrain from granting an exclusive right to use such results or any part thereof to any one person or entity unless: (i) the granting of an exclusive right is the most practicable manner in which such results or part thereof can be used to benefit the public and (ii) the granting of such right is approved, in writing, by the Foundation.

(g) If, as the result of the consideration of reports and information submitted to it by the Grantee or from other sources, the Foundation shall, in its sole discretion, determine that continuation of the project underwritten by the Award is not in the interest of the general public or that the project is not being executed in substantial compliance with the proposal (or work program as revised), the Foundation may so notify the Grantee, whereupon it, if so requested by the Foundation, shall promptly refund and pay back to the latter any unexpended balance of the grant funds in its hands, after deducting therefrom such sum as shall be required to discharge any existing contractual commitments made in good faith by it prior to receipt of such notice.

(h) In carrying out the project for which an Award is made, the status of the Grantee with respect to the Foundation shall be that of an independent contractor. The Foundation shall neither have nor exercise any direction or supervision over any person engaged by the Grantee for work or other activity, of whatever nature, on or in connection with said project and the Foundation shall have no duty, obligation or liability, of whatever nature, to any such person.

(i) The Grantee shall actively seek to disseminate on a national basis, project results and, as appropriate, to promote replication of any prototype developed under an Award. All manuscripts, papers, releases, exhibits or interviews prepared for scientific meetings, the public or private press, magazines, periodicals, radio, television, or other means of communication dealing with activities or achievements of the project shall acknowledge the Foundation's support. Where practicable, copies of such materials shall be provided to the Foundation.

(j) In carrying out the project, the Grantee shall comply with all applicable federal, state and local laws and regulations. The Grantee certifies that it has been determined by the Internal Revenue Service to be a tax-exempt organization under Section 501 (c) (3) of the Internal Revenue Code of 1986, as amended (the "Code"), and "not a private foundation" within the meaning of Section 509 (a) of the Code or, in the absence of such a determination, is a "governmental unit", as referred to in Section 170 (c) (1) of a governmental unity, including, without limitation, a state college or university within the meaning of Section 511 (a) (2) (B) of the Code. The Grantee agrees (i) to attach to this form a copy of the determination letter from the Internal Revenue Service recognizing the Grantee's tax-exempt status and, if applicable, a copy of the most recent Form 990, Return of Organization Exempt from Income Tax, and (ii) to notify the Foundation immediately, in writing, of any change in or challenge by the Internal Revenue Service of its status as such a tax-exempt organization.

This Agreement to Accept Conditions for Support must be signed and returned to the Foundation by a duly authorized official of the Grantee. Such action will serve as certification that the official is authorized on behalf of the Grantee to accept the Award upon the terms and conditions stated herein and that it will be so accepted.

Additional documentation to be returned with this Agreement to Accept Conditions for Support:

Date: 3/4/15

By: 
(Signature)

Ryan Holland
Name of Authorized Official

Manager, PreAward, Grants and Contracts
Title

University of Colorado Denver
Name of Institution or Organization

**Subcontract
ATTACHMENT 2
Sponsor Terms and Conditions**

All applicable provisions of the agreement between UCD and Sponsor named in Prime Award, identified with the following number 2014-0308, attached hereto, and by this reference made a part hereof for all purposes, shall be binding on the Subcontractor, and Subcontractor agrees thereto.

The point of contact for the Subcontractor under this Prime Award will be UCD. Subcontractor will contact UCD regarding the programmatic aspects of this award, including all requests for information or clarification regarding Sponsor requirements, and requests requiring prior approval.

**Subcontract
ATTACHMENT 3A
UCD Contacts**

Institution/Organization ("Prime Recipient")

Name: Regents of the University of Colorado, a body corporate, for and on behalf of the
University of Colorado Denver

Address: University of Colorado Denver, Office of Grants and Contracts, Anschutz Medical Campus
Bldg. 500, W1126, 13001 E 17th Place, Mail Stop F428
Aurora, Colorado 80045

Administrative Contact

Name:	Shelly Nebel		
Address:	13199 E. Montview Blvd., Suite 400		
	Aurora, CO 80045		
Telephone:	303-724-2524	Fax:	303-724-2530
Email:	Shelly.nebel@ucdenver.edu		

Principal Investigator

Name:	Eric Coleman, MD, MPH		
Address:	13199 E Montview Blvd., Suite 400		
	Aurora, CO 80045		
Telephone:	303-724-2536	Fax:	303-724-2530
Email:	Eric.coleman@ucdenver.edu		

Financial Contact

Name:	Amanda Drazin, MPA, CRA		
Address:	13199 E Montview Blvd., Suite 400		
	Aurora, CO 80045		
Telephone:	303-724-6662	Fax:	303-724-2530
Email:	Amanda.h.drazin@ucdenver.edu		

Authorized Official

Name:	Amy Gannon; Director, Office of Grants and Contracts		
Address:	University of Colorado Denver, Office of Grants and Contracts, Anschutz Medical Campus		
	Bldg. 500, W1126, 13001 E 17th Place, Mail Stop F428		
	Aurora, Colorado 80045		
Telephone:	303-724-0090	Fax:	303-724-0814
Email:	ogc.subcontracts@ucdenver.edu		

**Subcontract
ATTACHMENT 3B
Subcontractor Contacts**

Institution/Organization ("Subrecipient")			
Name:	Riverside University Health System – Public Health		
Address:	4065 County Circle Drive, Riverside, CA 92503-3410		
EIN No:	95-6000930	Congressional District	CA-041
Institution Type:	Government	Duns No:	14201234

Is performance Site Same Address as Above? Yes No

If no, is Performance site the same as PI address below? Yes No

If no to both questions, please complete 3B page 2.

Subcontractor currently registered in CCR? Yes No

Is Subcontractor exempt from reporting compensation? Yes No

If no, complete 3B page 2.

Administrative Contact			
Name:	Hermia Parks, Director of Public Health Nursing/Maternal, Child and Adolescent Health		
Address:	4065 County Circle Drive		
	Riverside, CA 92503-3410		
Telephone:	951-358-5516	Fax:	951-358-4762
Email:	hparks@rivcocha.org		

Principal Investigator			
Name:	Hermia parks, Director of Public Health Nursing/Maternal, Child and Adolescent Health		
Address:	4065 County Circle Drive		
	Riverside, CA 92503-3410		
Telephone:	951-358-5516	Fax:	951-358-4762
Email:	hparks@rivcocha.org		

Financial Contact			
Name:	Isabel Michaelis, Fiscal Manager		
Address:	4065 County Circle Dirve		
	Riverside, CA 92503-3410		
Telephone:	951-358-5054	Fax:	951-358-5292
Email:	imichael@rivcocha.org		

Authorized Official			
Name:	Susan D. Harrington, Director of Public Health Sarah S. Mack, Interim Director		
Address:	4065 County Circle Dirve		
	Riverside, CA 92503-3410		
Telephone:	951-358-5303	Fax:	951-358-4529
Email:	sharring@rivcocha.org ssmack@rivcocha.org		

**Subcontract
ATTACHMENT 4
Statement of Work and Budget**

Statement of Work

- Coordinate and conduct Healthier Living Program for Seniors (HELPS) Plus Taylor/Allers component to improve participants understanding and management of their chronic disease.
-
- Submit final report demonstrating anticipated 90% increase in knowledge and management of their chronic disease and ensure 100% of participants have access to a medical home for condition management.

Budget

Personnel	<u>\$15,000</u>
Total Direct Costs	\$15,000
F&A Costs @ 0%	
Total Costs	\$15,000