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



ITEM: 3.20 (ID # 26889) MEETING DATE: Tuesday, February 04, 2025

#### FROM : RUHS-PUBLIC HEALTH

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM-PUBLIC HEALTH: Ratify and Approve Federal Cooperative Grant Agreement No. GRT00363 with the Alzheimer's Disease & Related Disorders Association, Inc., for the Healthy Brain Initiative (HBI) for the Period of Performance of January 1, 2025, through September 30, 2025. All Districts. [Total aggregate amount \$48,000; up to \$9,600 in additional compensation - 100% CDC Pass Through Funds]

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

- Ratify and approve Federal Cooperative Grant Agreement No. GRT00363 with the Alzheimer's Disease & Related Disorders Association, Inc., for the Healthy Brain Initiative (HBI) in the amount of \$48,000 for the period of performance of January 1, 2025, through September 30, 2025 ("Grant Agreement");
- 2. Authorize the Chair of the Board to sign the agreement on behalf of the County; and
- 3. Authorize the Director of Public Health, or designee, based on the availability of fiscal funding and approved as to form by County Counsel, to: (a) sign all certifications, assurances, or reports to implement the Grant Agreement; (b) sign subsequent amendments to the Grant Agreement, including modifications to the statement of work, that stay within the intent of the agreement; and (c) sign subsequent amendments to the Grant Agreement that do not exceed the sum total of twenty percent (20%) of the total aggregate grant amount.

ACTION:A-30, Consent, Policy

rector of

#### MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:	Medina, Spiegel, Washington, Perez and Gutierrez
Nays:	None
Absent:	None
Date:	February 4, 2025
XC:	RUHS-PH

Kimberly A. Rector Clerk of the Board Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$24,000	\$24,000	\$48,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% CDC Pass Through Funds			Budget Adjus	stment: No
¢.			For Fiscal Ye	ar: 24/25-25/26

C.E.O. RECOMMENDATION: Approve

#### BACKGROUND:

#### Summary 5 1 1

The Healthy Brain Initiative (HBI) is a collaborative effort between the Centers for Disease Control and Prevention (CDC) and the Alzheimer's Association. Riverside University Health System - Public Health (RUHS-PH) is one of ten local health jurisdictions nationwide to be accepted into the 2025 HBI Strategists Program following a competitive application process. The funding supports the participation of RUHS-PH Epidemiology in the 2025 HBI Road Map Strategist Program, which will develop and strengthen population health approaches to brain health and dementia risk reduction in Riverside County.

This is a new contract with the Alzheimer's Association. Through this program, RUHS-PH will receive direct funding, training, and technical assistance to advance population health approaches related to dementia. Participants will receive training and technical assistance that enables them to: develop expertise in Alzheimer's and dementia from a life-course perspective, including understanding related social and structural determinants of health and expert recommendations for governmental public health action; assess local needs and strengths related to dementia; educate public health department staff; provide local leadership in prioritizing, implementing, and coordinating actions from the *HBI State and Local Road Map for Public Health, 2023 - 2027.* 

#### Impact on Residents and Businesses

This program will provide funding to integrate principles of dementia risk reduction into existing public health programming, build community partnerships, and increase the availability of data to support dementia risk reduction efforts. Residents and businesses may potentially benefit from additional communication and greater availability of information about brain health and dementia risk reduction.

#### Additional Fiscal Information

RUHS-PH will receive 100% of the funding from the Alzheimer's Association as a pass through from the CDC. This grant does not require any county matching funds. There is no impact to county general funds. The total amount awarded for the agreement is \$48,000. The allocation is estimated to be distributed as follows in the table below. RUHS-PH is requesting approval of the aggregate amount in order to allow unspent funds to be rolled into the following fiscal year.

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

County Fiscal Year		<b>Grant Fiscal</b>	cal Year
Fiscal Year	Amount	Fiscal Year	Amount
24/25	\$24,000	2025	\$48,000
25/26	\$24,000		
Total	\$48,000	Total	\$48,000

#### **ATTACHMENTS:**

- **ATTACHMENT A.** Federal Cooperative Grant Agreement with Alzheimer's Association for Healthy Brain Initiative (HBI) Road Map Strategists Program
- ATTACHMENT B. Notice of Intent to Award

Douglas Ordonez Jr. 1/29/2025

#### WHEN DOCUMENT IS FULLY EXECUTED RETURN CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

### Contract Under a Federal Cooperative Agreement 1147, Riverside, Ca 92502-1147

No. GRT00363-RiversideCA ("Contractink you.

#### Under Centers for Disease Control and Prevention ("Prime Sponsor") Federal Award No. 6 NU58DP006744-05-01

This Agreement is entered into between the parties, the Alzheimer's Disease & Related Disorders Association, Inc., a Delaware nonprofit corporation, dba Alzheimer's Association (PTE – Pass through Entity) and Contractor named below, for the performance of a portion of the Statement of Work originally awarded to the PTE. The parties agree to the following terms and conditions:

PTE: Name: Alzheimer's Disease & Re Disorders Association Inc. DBA Al Association Address: 225 N Mich FL 17 Chicago, IL 60601-7652 UEI: 053445532	zheimer's igan Ave	Contractor: County of Riverside a political subdivision of the state of California, on behalf of its Riverside University Health System - Public Health Name: Riverside County Department of Public Health Address: 4065 County Circle Drive Riverside, CA 92503 ATTN: Contracts Unit UEI: YXSZFGDUQUJ5
PTE Principal Investigator: Shell	by Roberts	Contractor Primary Contact: Kiana Alvarez
Contract Budget Period: Start: 9/30/2024	End: 9/29/2025	Contract Value: Amount Funded This Action: \$48,000 Total Amount Obligated: \$48,000
Contract Type: [cost reimbursement, fixed price, etc.]		Fixed Fee: \$48,000

Project Title: National Healthy Brain Initiative

1. Contractor Work: Contractor shall supply all personnel, equipment, and materials necessary to accomplish the tasks set forth in Attachment 2, "Contractor Statement of Work and Reporting Requirements," which is hereby made part of this Contract.

2. Limitation on Costs: PTE is not liable for any cost in excess of the amount listed above as "Total Amount Obligated" without prior formal modification to this Contract.

- 3. **Payment:** Contractor shall invoice PTE not more often than monthly and not less frequently than quarterly for allowable costs incurred. All invoices shall include current and cumulative costs, Contract number, brief progress report and certification as to truth and accuracy of invoice. *Invoices that do not reference Contract Number may be returned to Contractor.* Invoices and questions concerning invoice receipt or payments should be directed to the PTE Principal Investigator. All payments shall be considered provisional and subject to adjustment if adjustment is necessary as a result of an adverse audit finding against the Contractor. PTE reserves the right to reject any invoice that does not comply with the terms of this Contract. Contractor shall have the right to submit a correct invoice. A corrected invoice should be submitted as soon as possible, and no later than thirty (30) days following the end of the Budget Period.
- 4. **Incorporation of Terms and Conditions:** In the performance of this Contract, all terms and conditions in Attachment 1-2 listed below in section 5 "Order of Precedence," are hereby made part of this contract.
- 5. Order of Precedence: Any inconsistencies in this Contract shall be resolved by giving precedence in the following order:

This Document and

- a. Attachment 1, "General Terms and Conditions";
- b. Attachment 2, "Contractor Statement of Work
- c. Other documents, exhibits if attached
- 6. Entire Agreement: This Contract constitutes the entire agreement between the parties regarding the subject matter herein. Any modification to this contract shall be made in writing and must be signed by an authorized representative of each party.

FEB 0 4 2025 3,20

IN WITNESS WHEREOF, duly authorized representative of the parties have entered into this Contract as of the date of the last signature set forth below:

a Delaware nonprofit corporation, dba Alzheimer's UNIVERSITY HEALTH SYSTEM - PUBLIC HEALTH Association

COUNTY OF RIVERSIDE, a political subdivision of the Alzheimer's Disease & Related Disorders Association, Inc., state of California, on behalf of its RIVERSIDE

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Name: Moreblessing Dzivakwe

Title: VP, Sponsored Programs

Date: 02/11/2025

Moreblessing Dzivakive

By: Y. M.\_ V. Manuel Perez, Chair Board of Supervisors

ATTEST: **Kimberly Rector** Clerk of the Board

Date:

By:4 Deputy

APPROVED AS TO FORM: Minh C. Tran **County Counsel** 

Esen Sainz **Deputy County Counsel** 

FEB 0 4 2025 3,20

#### 1. Independent Contractor.

Contractor's relationship to the PTE during the term of this Contract shall be that of an INDEPENDENT CONTRACTOR. Contractor, its officers, employees and affiliates, shall not be considered under the provisions of this Contract or otherwise as having employee status or as being entitled to participate in any plans, arrangements or distributions by the PTE in connection with any benefits provided to the PTE's employees. Contractor accepts sole and exclusive liability for all contributions and payroll taxes under federal and/or state income, social security, FICA, unemployment insurance or Workers' Compensation laws and the like with respect to any work or payments under this contract.

#### 2. Intellectual Property.

Unless otherwise required by Prime sponsor policy, all materials or inventions created by the Contractor under this contract shall be deemed "works for hire" and shall become the exclusive property of the PTE, and subject to Section 3 herein, the Contractor shall not use, disseminate, disclose, or publish the work materials or inventions in whole or in part without the prior written permission of the PTE. The Contractor agrees to take any action necessary to establish the PTE's exclusive ownership thereof.

#### 3. Confidentiality.

The Contractor agrees not to disclose confidential information received from the PTE pursuant to this contract to any third person and agrees not to use confidential information for any purpose other than that for which the confidential information was provided, unless prior written approval is obtained from the PTE's designated liaison. PTE acknowledges that Contractor is a governmental entity subject to the public records and meeting laws of the State of California, including the California Public Records Act (Government Code Section 6250 et seq.) and the California Brown Act (Government Code Section 54590 et seq.). Notwithstanding any other provision contained in this Agreement, any information (including Confidential Information), communications, and documents given by PTE to Contractor and meetings involving Contractor may be subject to disclosure pursuant to the Public Records Act and Brown Act. To the extent Contractor is required by law to disclose any of the above-described information, communications, and documents, Contractor shall comply with such law. Contractor has the right in its sole discretion to determine what shall be disclosed.

#### 4. Indemnification.

Each party shall indemnify, defend and hold harmless the other party and its directors, officers, employees and agents from and against any claims, damages, liabilities, losses and expenses (including, without limitation, reasonable attorneys' fees) incurred by the other party or its directors, officers, employees and agents, to the extent that such claims, damages, liabilities, losses and expenses arise from or relate to the party's negligence, whether by act or omission, willful misconduct and/or from its breach of this Agreement. Notwithstanding any other provision of this Agreement, each party agrees to waive any claims against the other for special, consequential, indirect, punitive and exemplary damages as well as economic loss or business disruption.

#### 5. Insurance.

County will maintain status as a legally self-insured public entity for General Liability and professional Liability and will maintain a self-insured retention of \$1,000,000 for General Liability and \$1,000,000 for Professional Liability. The County can provide evidence of such coverage.

County will maintain Workers' Compensation for all its employees. County represents that it is a legally self-insured public entity and maintains a self-insured retention of \$1,000,000. The County can provide evidence of such coverage.

#### 6. Termination and Stop Work Order.

This contract is at-will and may be modified by mutual consent of the parties. This contract shall be effective as of 1/1/2025 and will remain in effect until modified or terminated by any one of the parties by mutual consent. A party must give 30 days notification if terminating this agreement via email to <u>govtgrants@alz.org</u>. In the absence of mutual agreement by the authorized officials from the PTE and **Contractor**, this contract shall end on 9/29/2025, at which time the product or service shall be complete and all final deliverables due.

#### 7. Closeout.

Along with any other reports or deliverables required hereunder, Contractor shall submit its final invoice and any requested release and assignment forms to the PTE within sixty (60) calendar days following completion of the period of performance of this contract. In the event that a quick closeout is requested by PTE, Contractor shall comply and complete the closeout process within thirty (30) days. Payment of the final invoice will be withheld pending:

- Completion, submission, and acceptance by the PTE of all work performed under the Statement of Work;
- Completion by Contractor of any requested release forms, including patent/invention report, and property report;
- Clear, visible, and proper marking of "final invoice" on the actual final invoice.
- 8. Disputes: The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.
- 9. Miscellaneous

In the event any one or more of the paragraphs or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason or in any respect, the validity, legality and enforceability of the remaining paragraphs and provisions shall not be in any way be affected or impaired thereby. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its choice of law principles. This Agreement evidences the entire agreement and understanding between parties and may only be amended by a written document signed by both parties. This Agreement may be executed in any number of counterparts and/or by facsimile. Each such counterpart and/or facsimile copy shall be deemed an original instrument, and all of which, together, shall constitute one and the same executed Agreement. If for some reason funding for this program is reduced, the award to the PTE, this agreement becomes null and void. If for some reason funding for this program is reduced, the award to the PTE, there Sponsor reduces the amount of the award to the PTE.

#### 10. Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of § 1633.2 of the California Civil Code.

#### Contract Under a Federal Cooperative Agreement Attachment 2 Contractor Statement of Work and Reporting Requirements Contract No. GRT00363-RiversideCA

#### National Healthy Brain Initiative — Contract Year 5

Name: Riverside University Health System - Public Health (Riverside County Department of Public Health)

Budget: Total budget of \$48,000 to be disbursed in two installments of \$24,000 each.

- The first installment of \$24,000 to be issued upon full execution of this contract.
- The second installment of \$24,000 will be issued following successful and timely completion of all following deliverables:
  - 1. Submission of written landscape assessment
  - 2. Completion of staff training
  - 3. Submission of HBI Road Map implementation plan

#### Project Period: January 1, 2025-September 29, 2025

<u>Statement of Work:</u> During the period of January 1, 2025 through September 29, 2025, the Riverside University Health System - Public Health (Riverside County Department of Public Health) agrees to complete the following activities:

- 1. Assign a staff member to serve as project liaison and notify the Alzheimer's Association of any changes to the assigned project liaison.
- 2. Regularly communicate with the Alzheimer's Association as needed throughout the duration of the project to ensure project goals are achieved and deliverables are completed.
- 3. Actively participate in regular meetings and check-in calls with program sponsors and peers.
- Conduct a landscape assessment with involvement from within the agency, partners, and persons affected by dementia; and submit a written overview of the assessment to the Alzheimer's Association.
- 5. Plan and implement a training session for local health officials on dementia and public health within their agency and, as applicable, key community partners.
- 6. Develop and submit a plan for implementation of HBI Road Map action items on dementia in their local jurisdiction, informed by guidance from the <u>Healthy Brain Initiative State and Local Road Map for Public Health</u> 2023-2027.
- 7. Implement HBI Road Map actions outlined in the implementation plan.
- 8. Participate fully in the evaluation of the Road Map Strategist Program by completing periodic surveys, participating in focus groups, or other evaluation activities as reasonably requested by the Alzheimer's Association.

# GRT00363 Agreement - Final Draft - AATF

#### Final Audit Report

2025-01-09

Created:	2025-01-09
By:	Kiana Alvarez (kiana.alvarez@ruhealth.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAK94tUGThjCalRhfN3CNbgJaGpvfG-Rzv

## "GRT00363 Agreement - Final Draft - AATF" History

- Document created by Kiana Alvarez (kiana.alvarez@ruhealth.org) 2025-01-09 - 4:40:43 PM GMT- IP address: 158.61.6.7
- Document emailed to esainz@rivco.org for signature 2025-01-09 - 4:42:25 PM GMT
- Email viewed by esainz@rivco.org 2025-01-09 - 4:53:39 PM GMT- IP address: 104.47.64.254
- Signer esainz@rivco.org entered name at signing as Esen Sainz 2025-01-09 - 5:45:33 PM GMT- IP address: 158.61.6.6
- Document e-signed by Esen Sainz (esainz@rivco.org) Signature Date: 2025-01-09 - 5:45:35 PM GMT - Time Source: server- IP address: 158.61.6.6
- Agreement completed. 2025-01-09 - 5:45:35 PM GMT

From:	Meghan Fadel
Cc:	John Shean
Subject:	[EXTERNAL] Award Notification - HBI Road Map Strategist Program
Date:	Friday, November 1, 2024 2:50:41 PM

#### CAUTION: EXTERNAL EMAIL

DO NOT click on links or open attachments unless you recognize the sender.

Hello,

Congratulations! We are pleased to inform you that your agency has been selected to participate in the 2025 cohort of the HBI Road Map Strategist Program.

Your submission was selected due to its strength in demonstrating departmental capacity, prioritizing health equity, and identifying a strong leader to serve as the Road Map Strategist. Please note that we're accepting you on the condition that, with respect to community screening, you agree to work with us to ensure it meets Alzheimer's Association standards.

#### January Kickoff Meeting

You will receive a calendar invitation to our January Kickoff Meeting. For this first meeting, please feel free to forward the invitation to any additional relevant staff. During the call, we plan to share information, address expectations and connect with each other. We can't wait to meet everyone!

As a part of the meeting, we'll have time for you to

- Introduce your Road Map Strategist and any other team members
- Share one interesting fact about the community you serve
- Share one thing you hope to get out of this initiative

Please provide a single slide with this information that we can incorporate into the powerpoint deck for the meeting. Please send to <u>mlfadel@alz.org</u> no later than **Tuesday**, **December 31st**.

#### Award Confirmation and Primary Point of Contact

Please reply to this email confirming your intent to accept this award. Please also share the name, email and phone number of your Road Map Strategist. If your Strategist has not yet started, please identify someone who can serve as our point of contact in the interim.

#### Monthly Meetings

We plan to host regular monthly meetings that your Road Map Strategist should plan to attend. This will be a time for knowledge sharing, peer support, and technical assistance. We will follow up with them to schedule a regular meeting time.

Publicity

We're excited for you to be able to share news of your award with your local community. However, we ask that you **wait to publicize your award with the press until after our first meeting**. We will share a press release template with you to help you spread the word in your local community.

Please don't hesitate to reach out with any questions that come up. And congratulations again on being selected to be a part of our Road Map Strategist cohort!

Meghan Fadel | Associate Director, <u>Healthy Brain Initiative</u> | Alzheimer's Association | office: 202-638-7535 | <u>mlfadel@alz.org</u> | <u>www.alz.org</u>

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