



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C16

For the meeting of: December 19, 2017

Date: October 5, 2017

To: Board of Supervisors

From: Connie Beck, Director *CB*  
Department of Health and Human Services – Public Health

Subject: Subaward Agreement with the Partners in Care Foundation for Fiscal Years 2017-2021

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the Subaward Agreement with the Partners in Care Foundation in the amount of \$23,500 for the period of August 1, 2017 to July 31, 2020;
2. Authorize the Chair of the Board to sign two (2) originals of the signature page of the agreement;
3. Authorize the Director of Public Health or designee to approve all future amendments and documents directly related to those agreements, that do not require matching funds from the county to agreement upon review and approval of County Counsel and Risk Management; and
4. Direct the Clerk of the Board to return one (1) copy of the certified board report to the Department of Health and Human Services (DHHS)– Contract Unit.

SOURCE OF FUNDING:

Public Health Funds

Prepared by Karen Baker, Administrative Analyst

CAO Approval *[Signature]*

REVIEW:

Auditor \_\_\_\_\_ County Counsel *JN* Human Resources *Villos* Other \_\_\_\_\_

TYPE OF ITEM:

- Consent
- Departmental
- Public Hearing
- Other \_\_\_\_\_

PREVIOUS ACTION/REFERRAL:

Board Order No. \_\_\_\_\_

Meeting of: \_\_\_\_\_

**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT**

Upon motion of Supervisor \_\_\_\_\_ Seconded by Supervisor *Fennell*

Ayes *Sundberg, Fennell, Bass, Bohn, Wilson*

Nays \_\_\_\_\_

Abstain \_\_\_\_\_

Absent \_\_\_\_\_

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *12/19/17*

By: *[Signature]*  
Kathy Hayes, Clerk of the Board

DISCUSSION:

The Healthy Communities Division of Public Health was offered this funding by Partners in Care Foundation in order to increase local capacity to conduct evidence-based falls reduction programs aimed at older adults. Due to the Tai Chi for Balance DVD created with previous funding from the California Department of Public Health, Partners in Care Foundation recognized the work of DHHS and offered the opportunity to be a sub-contractor included in the larger federal grant received by Partners in Care Foundation. During the three year funding period, this grant will provide training for a total of five instructors in two separate programs: "Tai Chi for Arthritis" and "A Matter of Balance." The instructors are expected to provide classes to a total of 182 older adults with at least 146 of them attending five out of eight sessions for "A Matter of Balance" or 16 workshop hours for "Tai Chi for Arthritis." In order to best utilize this limited funding, community-based instructors from Ferndale, McKinleyville, Eureka, Arcata and southern Humboldt will be trained to carry out classes in various areas of the county. We anticipate that some of the instructors will continue to offer classes after the grant period has ended. Increasing the number of instructors trained in evidence-based falls reduction programs is important as the population ages. As more instructors are trained and fall reduction classes are offered, we expect to see a decrease in rates of unintentional falls among older adults in Humboldt County.

This item is coming to your Board after the agreement effective date because it was not returned by the Grantor until September 14, 2017.

FINANCIAL IMPACT:

Approval of the subaward agreement with Partners in Care Foundation will allow the Department of Health and Human Services-Public Health to be reimbursed a maximum of \$23,500 for the period of August 1, 2017 to July 31, 2020. Due to the receipt of these revenues, fewer realignment dollars will be needed. As such, an appropriation transfer will be completed to adjust the budgeted revenues in the amount of \$5,500 for the period of August 1, 2017 to June 30, 2018. A supplemental budget will not be needed. The remaining amounts will be included in the annual budget process for fiscal years 2018-19, 2019-20 and 2020-21. There is no impact to the General Fund.

This agreement supports the Board's Strategic Framework by protecting vulnerable populations and providing community-appropriate levels of service.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

If the Board chooses not to approve the recommendations, it will result in a loss of both funding and services to the county.

ATTACHMENTS:

Two (2) originals of subaward agreement with Partners in Care Foundation

## ACL FALLS PREVENTION PROGRAM SUBAWARD AGREEMENT

This ACL Falls Prevention Subaward Agreement (“**Agreement**”) is made and entered into on August 1, 2017 (the “**Effective Date**”), by and between Partners In Care Foundation, a California nonprofit public benefit corporation (“**Partners**”), and Humboldt County Department of Health and Human Services Public Health, with a unique entity identifier of [REDACTED] (“**Subrecipient**”).

### RECITALS

A. Partners is a transforming presence, an innovator and advocate shaping the future of health care with a focus on home and community based care. Partners addresses social and environmental determinants of health to broaden the impact of medicine.

B. Partners is the recipient of an AOA Evidence-Based Falls Prevention (“**Falls**”) State Grant from the Department of Health and Human Services, Administration for Community Living (“**ACL**”), Grant No. 90FPSG0005-01-01, CFDA No. 93.761, a Cooperative Agreement, Building a Long-Term Falls Prevention Network for California’s Elders (BALNCE), with a project period commencing August 1, 2017 and ending July 31, 2020 (the “**Award**”). The Federal Award date is August 2, 2017. The Award is not for research and development.

C. The total amount of Federal funds awarded is \$600,000.00 over the Award period, and the total amount of Federal funds to be paid to Subrecipient is as set forth in Exhibit D, attached hereto and incorporated by reference herein.

D. Partners desires to engage in subaward agreements to collaborate with one or more separate legal entities to engage in the ACL-approved activities pursuant to the Award (the “**Program**”), including entering into a subaward agreement with Subrecipient (“**Subaward**”), as set forth in Partners’ final narrative proposal submitted to, and approved by, ACL. The purpose of this Agreement is to ensure that Partners and Subrecipient fulfill their obligations pursuant to the Notice of Award, the U.S. Department of Health & Human Services Grants Policy Statement (“**HHS GPS**”), and other applicable laws, regulations, and guidance.

### AGREEMENT

In consideration of the mutual covenants contained herein, and other good and valuable consideration, Partners and Subrecipient agree as follows:

#### 1. **Subrecipient’s Services.**

**1.1 Services.** Subrecipient agrees to work cooperatively and in good faith with Partners, the California Healthier Living Coalition, ACL, and other partners- or ACL-designated entities involved in the development, implementation and evaluation of the Program. Subrecipient is required to post A Matter of Balance, Tai Chi for Arthritis, and/or Tai Ji Quan; Moving for Better Balance workshops to the California Healthier Living Website (<http://www.cahealthierliving.org>) at least ten (10) business days) prior to the start of said workshop. Subrecipient shall comply with and adhere to the work plan in substantially the form

set forth in Exhibit A, and pursuant to the timeframes set forth in Exhibit A, attached hereto and incorporated herein by reference, including any required budget or program revisions (the “**Work Plan**”). The Work Plan will include timelines, staff assignments, work locations and areas that require Partners’ review and/or prior approval. Partners or Subrecipient may propose a revision in the final Work Plan upon reasonable prior notice to the other party. Any changes in the Work Plan will require the approval of Partners.

**1.2 Project Director/Responsible Personnel.** Subrecipient has designated a liaison who shall be primarily responsible for the Subrecipient’s activities related to the Program, as well as other responsible individuals involved in the Program, along with the roles and responsibilities of each such individual, as set forth in Exhibit B, attached hereto and incorporated herein by reference. Partners roles and responsibilities are set forth in Exhibit E.

**1.3 Consultation.** Subrecipient agrees to participate in the California Healthier Living Coalition and any applicable sub-committees or other subgroups, and to attend all scheduled meetings and events to plan, implement, assess, review, or otherwise evaluate status of the Work Plan and progress with respect to the related goals, and participate in all technical assistance calls as designated by Partners. Subrecipient shall maintain regular contact with Partners’ Senior Program Director, Program Director, and Program Manager (the “**Partners Staff**”), and share with the Partners Staff all material projects, reports, and results produced due to its participation in the Program pursuant to this Agreement.

**1.4 Cooperation with Federal and State Research Efforts.** Subrecipient agrees to cooperate with federal and state research efforts related to the Program, to the extent permitted by law, including participation in surveys, interviews, other data collection activities, cross-site evaluations, and case studies. Subrecipient shall fully cooperate with any data collection efforts for possible health services utilization and/or outcomes evaluations, which may include the collection of personally identifiable information from Program participants, to the extent permitted by law.

## **2. Subrecipient’s Covenants.**

**2.1 Compliance with Applicable Laws, Policies, and Guidance.** During the term of this Agreement, Subrecipient shall perform the obligations pursuant to this Agreement in accordance with:

(a) All applicable federal laws, regulations and policies, including, without limitation, compliance with 45 C.F.R. Part 75 and 2 C.F.R. Part 200, as applicable, any other applicable statutory or regulatory requirements, any applicable appropriations acts, as well as all applicable state and local laws, regulations and ordinances, as amended from time to time;

(b) All Standard Terms and Conditions included in the Notice of Award;

(c) All terms and conditions applicable to Subrecipient as set forth in the HHS Grants Policy Statement, available at <http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf>, as updated or amended from time to time; and

(d) All other terms and conditions applicable to Subrecipient as a result of use of the Award funds, including compliance with HHS requirements regarding travel reimbursement, salaries, and fringe benefits.

Without limiting the generality of the foregoing, Subrecipient shall comply with all terms and conditions, as applicable, set forth in Exhibit C, attached hereto and incorporated by reference herein.

**2.2 Compliance with Training and Licensing Requirements.** Subrecipient shall meet, and ensure that all applicable personnel meet, all training, licensing, fees or other requirements associated with the Program, such as compliance with training and licensing requirements related to A Matter of Balance, Tai Chi for Arthritis, and/or Tai Ji Quan; Moving for Better Balance if applicable.

**2.3 Lobbying Certification.** Subrecipient hereby certifies that no federal appropriated funds received pursuant to this Agreement will be paid to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, extension, continuation, renewal, amendment, or modification of any federal grants, cooperative agreements, contracts or loans, as prohibited pursuant to 31 U.S.C. § 1352, and Subrecipient shall be responsible for reporting the use of non-appropriated funds for such purposes, as set forth in the HHS Grants Policy Statement.

**2.4 Notice.** Subrecipient will comply with all terms and conditions pursuant to this Agreement, including, without limitation, this Section 2 and Section 5, for the duration of this Agreement. Subrecipient will give Partners written notice immediately upon any breach of this Agreement, including, without limitation, failure to comply with any of the covenants and certifications set forth in this Section 2.

**2.5 Cooperation with Partners.** Subrecipient hereby agrees to cooperate with Partners to assist Partners in meeting its requirements as the recipient of the Award, as reasonably requested by Partners, including, without limitation, cooperation related to Partners' monitoring and oversight responsibilities and final close-out of the Subaward as set forth in 2 C.F.R. § 200.331.

**3. Partners' Responsibilities.** Partners retains overall responsibility and accountability for the direction of the Program pursuant to the Award, and shall monitor the activities of Subrecipient as necessary to ensure that the Subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement, and that the Subaward performance goals are achieved. Without limiting the foregoing, Partners reserves the right to audit Subrecipient's activities and expenditures from time to time, pursuant to 2 C.F.R. § 200.501, as Partners deems necessary, to ensure such compliance. Partners will coordinate and manage all data collection and evaluation processes and reports required by ACL in conjunction with the Award. Without limiting the foregoing, Partners shall engage in the following monitoring and oversight of Subrecipient with respect to performance under this Agreement: (1) reviewing financial and performance reports; (2) following-up to ensure Subrecipient takes timely and appropriate action on all deficiencies

detected through audits, on-site reviews, and other means; and (3) issuing a management decision for audit findings.

#### **4. Reimbursement of Costs.**

**4.1** As full compensation for the Services, Partners will pay Subrecipient pursuant to Exhibit D, attached hereto and incorporated by reference herein.

**4.2** Except as otherwise provided herein, Subrecipient will be responsible for all costs and expenses incurred by Subrecipient in rendering the services set forth in the Work Plan and in undertaking this Agreement.

#### **5. Reporting and Auditing Requirements.**

##### **5.1 Reporting Requirements.**

**(a)** Subrecipient shall provide a project work plan, budget, progress reports, or other required documents to the Partners Staff within the timeframe requested by Partners, including, without limitation:

**(1)** progress report updating the status of the project and priorities;

**(2)** initial and revised budget and work plan;

**(3)** initial and revised budget narrative that provides a justification for the funds requested;

**(4)** periodic progress reports updating and tracking the fiscal expenditures related to the Program;

**(5)** notification to Partners if any financial management problems with respect to the appropriated funds are discovered; and

**(6)** any other reports required to assist Partners with meeting its requirements to submit financial reports, progress reports, and other reports required by ACL.

**(b)** Subrecipient shall submit copies of analytic data file(s) with appropriate documentation representing the data developed/used in end-product analyses generated under the award at any phase of the Program, including at or after the Program's conclusion, if requested by the Partners Staff. The analytic file(s) may include primary data collected, acquired or generated under the Award and/or data furnished by or to the ACL. The content, format, documentation and schedule for production of the data file(s) will be mutually agreed upon by Subrecipient and the Partners Staff. The negotiated format(s) could include both file(s) that would be limited to ACL's internal use and file(s) that the ACL could make available to the general public.

**5.2 Auditing Requirements.** Subrecipient and Partners shall comply with the applicable audit requirements of 2 C.F.R. § 200.501 et seq., or other audit requirements applicable to Subrecipient, including permitting Partners and auditors to have access to Subrecipient's records and financial statements as necessary to ensure Partner's compliance with the applicable regulations set forth in 2 C.F.R. Part 200 and 45 C.F.R. Part 75.

**5.3 Subrecipient A-133 Uniform Guidance Certification.** See attached Exhibit F.

**6. Subcontracting.** Subject to the restrictions in this Agreement, Subrecipient shall have the right to enter into subcontracts with community benefit organizations or other persons or entities as needed to fulfill its obligations pursuant to this Agreement. Without limiting the foregoing, Subrecipient shall ensure that such subcontractors, if any, agree in writing to the same or more stringent restrictions and conditions that apply to Subrecipient pursuant to this Agreement, including, without limitation, Section 2 (Subrecipient's Covenants), Section 5 (Reporting and Auditing Requirements), Section 9 (Health Information Privacy), and Exhibit C, as applicable, except that no such subcontractor shall have the right to further subcontract the rights or responsibilities pursuant to this Agreement.

**7. Term and Termination.**

**7.1 Term.** This Agreement will be effective as of the Effective Date, and will continue through July 31, 2020, dependent on the availability of funds, and unless terminated sooner in accordance with the terms of this Agreement.

**7.2 Termination in Connection with Award.** This Agreement shall automatically terminate upon the termination of the Award for any cause or reason.

**7.3 Termination for Breach.** In the event a party ("Breaching Party") breaches the terms of this Agreement, the other party ("Non-Breaching Party") may provide its intent to terminate this Agreement by giving written notice to the Breaching Party at least thirty (30) calendar days before the effective date of termination stated in the notice. The notice shall state the circumstances of the alleged breach and may state a reasonable period, not less than seven (7) calendar days, during which the alleged breach may be cured. If such breach is not cured to the reasonable satisfaction of Non-Breaching Party within the cure period, the Non-Breaching Party shall have the right to immediately terminate this Agreement on the effective date of the termination stated in the notice.

**7.4 Availability of Funds.** The parties mutually agree that if ACL does not appropriate the amount of federal financial assistance to Partners for the Program as set forth in the Notice of Award in the current year or any subsequent years covered under this Agreement, this Agreement shall terminate, shall be of no further force and effect, and Partners shall have no liability to pay any funds whatsoever to Subrecipient or to furnish any other consideration pursuant to this Agreement, and Subrecipient shall not be obligated to perform any provisions of this Agreement after notice of such termination by Partners; provided, however, that if ACL reduces, but does not eliminate, the amount federal financial assistance provided in the Notice of

Award, Partners shall have the option to propose an amendment to this Agreement, to be mutually agreed upon by the parties, to reflect the reduced amount.

## **8. Insurance and Indemnification.**

### **8.1 Insurance.**

(a) Subrecipient will maintain the following insurance, or otherwise maintain a similar level of self-insurance, during the term of this Agreement:

(1) General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined;

(2) If applicable, automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement;

(3) THIS SECTION INTENTIONALLY LEFT BLANK

(4) Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions;

(5) Workers' compensation liability, in accordance with the provisions of the Labor Code.

### **8.2 Indemnification.**

(a) Subrecipient will indemnify and hold harmless Partners from and against all damages, claims, liabilities, and losses (including reasonable attorney's fees and related costs) resulting from Subrecipient's or any subcontractor of Subrecipient's negligence or willful misconduct committed in connection with the performance of Subrecipient's duties hereunder, except to the extent such damages are attributable to the negligence or willful misconduct of Partners or its agents, representatives, officers or employees.

(b) Partners will indemnify and hold harmless Subrecipient from and against all damages, claims, liabilities, and losses (including reasonable attorney's fees and related costs) resulting from Partners' negligence or willful misconduct committed in connection with the performance of Partners' duties hereunder, except to the extent such damages are attributable to the negligence or willful misconduct of Subrecipient.

**9. Health Information Privacy.** The parties agree to comply with all applicable privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009, and the regulations promulgated thereunder, and all other applicable federal and state privacy laws, in the performance of the obligations pursuant to this Agreement.

## **10. Miscellaneous.**



**10.1 Relationship of Parties.** The relationship between Subrecipient and Partners established by this Agreement is solely that of independent contractors. Neither party will be considered the legal representative or agent of the other, nor authorized or empowered to assume any obligation of any kind, implied or expressed, on behalf of the other party, except with the express prior written consent of the other party. Subrecipient shall be solely responsible for all taxes, if any, it incurs as a result of any payments it receives under this Agreement. No person acting on behalf of Subrecipient shall have any claims against Partners for compensation, overtime, vacation pay, sick-leave, retirement benefits, or employee benefits of any kind, and Subrecipient shall indemnify Partners and hold harmless with respect thereto.

**10.2 Assignment; Binding Effect.** This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that this Agreement will not be assignable by either party without the other party's written consent.

**10.3 No Waiver.** Neither the waiver by either party of any breach of or default under any of the provisions of this Agreement nor the failure of either party to enforce any of the provisions of this Agreement or to exercise any right hereunder will, hereafter, be construed as a waiver of any subsequent breach or default or a waiver of any rights or provision hereunder.

**10.4 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of California. No provision of this Agreement will be applied to or construed in a manner inconsistent with applicable state and federal laws and regulations.

**10.5 No Third-Party Beneficiaries.** No person or entity other than the parties hereto will be entitled to bring any action to enforce any provision of this Agreement against a party hereto.

**10.6 Severability.** No provision of this Agreement which is in violation of any state or federal law or regulation will be effective; provided, however, if one or more provisions of the Agreement are hereinafter determined to be invalid and unenforceable, this will not operate to the detriment or invalidate the remainder of the Agreement unless the unenforceability or invalidity has the effect of substantially changing the terms and conditions of this Agreement or operates in such a manner as to invalidate or defeat the primary purposes or objectives of this Agreement.

**10.7 Entire Agreement; Amendment.** This Agreement is the entire agreement between the parties as to its subject matter, and all prior written or oral agreements, promises, or representations are incorporated herein. This Agreement may be amended only by a writing executed by the parties.

**10.8 Counterparts.** This Agreement may be executed in counterparts, each of which shall be considered to be an original; however, all such counterparts shall constitute but one and the same Agreement. This Agreement may be executed by facsimile or PDF signature, all of which taken together constitute a single agreement between the parties. Each signed counterpart, including a signed counterpart reproduced by reliable means (such as facsimile and PDF), will be considered as legally effective as an original signature.

**10.9 Notices.** Any notice required or permitted to be given under this Agreement will be in writing and will be hand delivered, sent by certified mail with return receipt requested, or delivered by overnight courier service providing written proof of delivery, addressed as follows:

**If to Partners:**

Partners in Care Foundation, Inc.  
732 Mott Street, Suite 150  
San Fernando, CA 91340  
Attn: June Simmons, Chief Executive Officer

**If to Subrecipient:**

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or to such other address as either party may designate by notice pursuant to this section.

**10.10 Force Majeure.** Neither party will be liable for delay in or for failure to perform its obligations under this Agreement (except for any payment obligations) to the extent that performance is delayed, prevented, restricted or interfered with as a result of any causes beyond its reasonable control, including acts of God, terrorism, labor action, fire, flood, earthquake, governmental acts, orders or restrictions, failure of third-party providers, denial of service attacks and other malicious conduct, utility failures or power outages.

**10.11 Nuclear Free Humboldt County Ordinance Compliance.** Partners certifies by its signature below that it is not a Nuclear Weapons Contractor, in that Partners is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. Partners agrees to notify Subrecipient immediately if it becomes a Nuclear Weapons Contractor as defined above. Subrecipient may immediately terminate this Agreement if it determines that the foregoing certification is false or if Partners subsequently becomes a Nuclear Weapons Contractor.

**10.12 Interpretation.** This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

**10.13 Independent Construction.** The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

**10.14 Authority to Execute.** Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth in the introductory paragraph, to be effective as of the Effective Date.

**“PARTNERS”**

**PARTNERS IN CARE FOUNDATION,  
a California nonprofit  
public benefit corporation**

**“SUBRECIPIENT”**

**County of Humboldt,  
a California  
county government**

By: \_\_\_\_\_  
W. June Simmons  
Its: Chief Executive Officer

By: Virginia Bass  
Name: Virginia Bass  
Its: Chair of the Board of Supervisors

**LIST OF EXHIBITS:**

- Exhibit A – Work Plan
- Exhibit B – Project Director/Responsible Individuals
- Exhibit C – Terms and Conditions
- Exhibit D – Reimbursement of Costs
- Exhibit E – Partners Staff Contact Information
- Exhibit F – Subrecipient A-133 Uniform Guidance Certification Policy
- Exhibit G- Notice of Award

**EXHIBIT A**  
**WORK PLAN**

See attached.

**EXHIBIT A – YEAR 1**  
**Building a Long-Term Falls Prevention Network for California’s Elders (BALNCE)**

**HUMBOLDT COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLIC HEALTH WORK PLAN: Year 1**

**Goal 1: Significantly increase the number of older adults and older adults (age 60 years or older) with disabilities at risk for falls who participate in evidence-based community programs to reduce falls and falls risks.**

**Measurable Outcome(s):**

- By the end of the three-year grant period, 182 older adults (age 60 years or older) and older adults with disabilities will have participated in either A Matter of Balance (MOB), Tai Chi for Arthritis (Tai Chi) or Tai Ji Quan: Moving for Better Balance (TJQMBB) workshops, and at least 146 of them will have completed the workshops by attending 5 out of 8 sessions for MOB, at least 16 workshop hours for Tai Chi, or at least 36 workshop hours for TJQMBB. A minimum of 25% of completers must come from either MOB or one of the Tai Chi programs.
- Of those workshop participants who complete a post-workshop survey, 80% will report increased physical activity and an improved ability to prevent falls.

<b>Major Objective 1.1: Reach 182 older adults and older adults with disabilities at risk of falls in low-income, rural, limited English-speaking areas of CA.</b>				
<b>Objective 1.1.1: Award grant to Humboldt County Department of Health and Human Services Public Health to spread the adoption of three evidence-based falls prevention programs: A Matter of Balance, Tai Chi for Arthritis, and Tai Ji Quan: Moving for Better Balance.</b>				
<b>Key Tasks</b>	<b>Lead Person</b>	<b>Start Date</b>	<b>End Date</b>	<b>Notes</b>
a. Take contract for internal review and approval to execute contract.		8/1/17	10/31/17	
<b>Objective 1.1.2: Plan/Convene Regional Leader Trainings to increase statewide infrastructure for evidence-based falls prevention programs.</b>				
<b>Key Tasks</b>	<b>Lead Person</b>	<b>Start Date</b>	<b>End Date</b>	<b>Notes</b>
a. Identify and select individuals for MOB Master Training.		8/1/17	9/30/17	
b. Identify, screen, and select individuals for MOB new leader training. <i>Partners</i> will provide leader screening tools to support delivery partners.		10/1/17	1/31/18	
c. Hold new MOB leader training.		11/1/17	1/31/18	

d. Using start-up funds, acquire tools and materials to begin offering MOB and Tai Chi workshops.		8/1/17	11/30/17	
e. Develop a tentative schedule of planned workshops for newly trained leaders to facilitate their first workshop.		8/1/17	1/31/18	

**Objective 1.1.3: Implement evidence-based falls prevention programs and collect participant enrollment data from implementation sites to monitor program reach.**

Key Tasks	Lead Person	Start Date	End Date	Notes
a. Utilize local partnerships to market, refer, and identify appropriate host sites and participants for MOB and Tai Chi workshops.		8/1/17	Ongoing	
b. Schedule workshops and utilize NCOA-required forms to assure enrollment and retention rates that meet program fidelity standards.		8/1/17	Ongoing	

**Major Objective 1.2: Within the first six months of Year 1, strengthen outcomes data collection, monitoring and reporting processes, and leader fidelity, implementing enhanced processes throughout BALNCE.**

**Objective 1.2.1: Conduct workshop leader fidelity checks using program-specific fidelity checklists to ensure program implementation as designed by the program developer.**

Key Tasks	Lead Person	Start Date	End Date	Notes
a. Conduct workshop leader fidelity checks, utilizing the fidelity checklists for documentation, and providing feedback to workshop leaders to enhance program delivery.		8/1/17	Ongoing	

**Objective 1.2.2: Collect program participant and completer data using program-specific data forms to monitor evidence-based falls prevention program reach, outcomes, and retention rate.**

Key Tasks	Lead Person	Start Date	End Date	Notes
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a. Collect workshop participant data, review for accuracy, and submit to <i>Partners</i> for entry into the national database within 10 business days of workshop end date.		8/1/17	Ongoing	
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**Goal 2: Assure long-term sustainability of fall prevention programming by: 1) Embedding the programs into an integrated evidence-based program hub, 2) Identifying long term supportive partnerships, and 3) Securing contracts to generate revenue.**

**Measurable Outcome(s):**

- By the end of the three-year grant period, California’s Network Hub will have clearly defined leadership roles and responsibilities for the Partners Technical Assistance Center (TAC), the CA Healthier Living Coalition (Statewide Coalition), and the Partners at Home Network (PAH Network), and systematic processes for workshop implementation.
- By the end of the second grant year, *Partners* will develop a written statewide sustainability plan for our Network Hub.
- By the end of the three-year grant period, delivery partners will develop a countywide sustainability plan, using the statewide sustainability plan as a template.
- By the end of the three-year grant period, at least one new payer contract will be executed, covering each BALNCE County to sustain falls prevention programming.

<b>Major Objective 2.1: Members of the CA Healthier Living Coalition will increase adoption of evidence-based falls prevention programming by 20% during each year of BALNCE.</b>				
<b><i>Objective 2.1.1: Purposefully excluded. Tasks do not apply to Humboldt County Department of Health and Human Services Public Health.</i></b>				
<b><i>Objective 2.1.2: Further the incorporation of falls prevention programs into all Coalition efforts, such as joint planning, regular communications, collateral materials, the statewide website that is used for coordinated recruitment and public awareness (www.cahealthierliving.org), and statewide semi-annual meetings, building a mentorship network for entities implementing falls prevention programs.</i></b>				
<b>Key Tasks</b>	<b>Lead Person</b>	<b>Start Date</b>	<b>End Date</b>	<b>Notes</b>
a. Submit articles, best practices, accomplishments, trainings, etc. to Partners for the semi-annual CA Healthier Living Coalition e-newsletter		8/1/17	Ongoing	
b. Post falls prevention workshops and trainings to cahealthierliving.org to increase access to evidence-based falls prevention programming in each county, and to support the development of a referral network		8/1/17	Ongoing	
<b><i>Objective 2.1.3: Leverage community resources to develop a referral network across entities implementing evidence-based programs.</i></b>				



Key Tasks	Lead Person	Start Date	End Date	Notes
a. Outreach to potential referral sources to discuss a potential referral models into county evidence-based falls prevention programs.		4/1/18	7/31/18	
<b>Major Objective 2.2: Coordinate Coalition efforts to build partnerships with payers.</b>				
<b>Objective 2.2.1: Build countywide sustainability to deliver evidence-based falls prevention programs on an ongoing basis.</b>				
Key Tasks	Lead Person	Start Date	End Date	Notes
a. Participate in monthly technical assistance calls with Partners in Care Foundation to monitor and track progress to project goals, share lessons learned, and maintain quality assurance.		8/1/17	Ongoing	
b. Participate in project-wide quarterly calls/webinars with all project partners		8/1/17	Ongoing	
<b>Objective 2.2.2: Purposefully excluded. Tasks do not apply to Humboldt County Department of Health and Human Services Public Health.</b>				
<b>Objective 2.2.3: Purposefully excluded. Tasks do not apply to Humboldt County Department of Health and Human Services Public Health.</b>				

**EXHIBIT A – YEAR 2**  
**Building a Long-Term Falls Prevention Network for California’s Elders (BALNCE)**

**HUMBOLDT COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLIC HEALTH WORK PLAN: Year 2**

**Goal 1: Significantly increase the number of older adults and older adults (age 60 years and older) with disabilities at risk for falls who participate in evidence-based community programs to reduce falls and falls risks.**

**Measurable Outcome(s):**

- By the end of the three-year grant period, 182 older adults (age 60 years and older) and older adults with disabilities will have participated in either A Matter of Balance (MOB), Tai Chi for Arthritis (Tai Chi) or Tai Ji Quan: Moving for Better Balance (TJQMBB) workshops, and at least 146 of them will have completed the workshops by attending 5 out of 8 sessions for MOB, at least 16 workshop hours for Tai Chi, or at least 36 workshop hours for TJQMBB. A minimum of 25% of completers must come from either MOB or one of the Tai Chi programs.
- Of those workshop participants who complete a post-workshop survey, 80% will report increased physical activity and an improved ability to prevent falls.

<b>Major Objective 1.1: Reach 182 older adults and older adults with disabilities at risk of falls in low-income, rural, limited English-speaking areas of CA.</b>				
<b><i>Objective 1.1.1: Objective completed in Year 1.</i></b>				
<b><i>Objective 1.1.2: Plan/Convene Regional Leader Trainings to increase statewide infrastructure for evidence-based falls prevention programs.</i></b>				
<b>Key Tasks</b>	<b>Lead Person</b>	<b>Start Date</b>	<b>End Date</b>	<b>Notes</b>
a. Identify, screen, and select individuals for MOB new leader trainings.			Ongoing	
b. Hold new MOB leader trainings.			Ongoing	
<b><i>Objective 1.1.3: Implement evidence-based falls prevention programs and collect participant enrollment data from implementation sites to monitor program reach.</i></b>				
<b>Key Tasks</b>	<b>Lead Person</b>	<b>Start Date</b>	<b>End Date</b>	<b>Notes</b>
a. Utilize local partnerships to market, refer, and identify appropriate host sites and participants for MOB and Tai Chi workshops.			Ongoing	

b. Schedule workshops and utilize NCOA-required forms to assure enrollment and retention rates that meet program fidelity standards.		Ongoing	
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**Major Objective 1.2: Within the first six months of Year 1, strengthen outcomes data collection, monitoring and reporting processes, and leader fidelity, implementing enhanced processes throughout BALNCE.**

**Objective 1.2.1: Conduct workshop leader fidelity checks using program-specific fidelity checklists to ensure program implementation as designed by the program developer.**

Key Tasks	Lead Person	Start Date	End Date	Notes
a. Conduct workshop leader fidelity checks, utilizing the fidelity checklists for documentation, and providing feedback to workshop leaders to enhance program delivery.			Ongoing	

**Objective 1.2.2: Collect program participant and completer data using program-specific data forms to monitor evidence-based falls prevention program reach, outcomes, and retention rate.**

Key Tasks	Lead Person	Start Date	End Date	Notes
a. Collect workshop participant data, review for accuracy, and submit to <i>Partners</i> for entry into the national database within 10 business days of workshop end date.			Ongoing	

**Goal 2: Assure long-term sustainability of fall prevention programming by: 1) Embedding the programs into an integrated evidence-based program hub, 2) Identifying long term supportive partnerships, and 3) Securing contracts to generate revenue.**

**Measurable Outcome(s):**

- By the end of the three-year grant period, California’s Network Hub will have clearly defined leadership roles and responsibilities for the Partners Technical Assistance Center (TAC), the CA Healthier Living Coalition (Statewide Coalition), and the Partners at Home Network (PAH Network), and systematic processes for workshop implementation.
- By the end of the second grant year, *Partners* will develop a written statewide sustainability plan for our Network Hub.
- By the end of the three-year grant period, delivery partners will develop a countywide sustainability plan, using the statewide sustainability plan as a template.
- By the end of the three-year grant period, at least one new payer contract will be executed, covering each BALNCE County to sustain falls prevention programming.

<b>Major Objective 2.1: Members of the CA Healthier Living Coalition will increase adoption of evidence-based falls prevention programming by 20% during each year of BALNCE.</b>				
<b><i>Objective 2.1.1: Purposefully excluded. Tasks do not apply to Humboldt County Department of Health and Human Services Public Health.</i></b>				
<b><i>Objective 2.1.2: Further the incorporation of falls prevention programs into all Coalition efforts, such as joint planning, regular communications, collateral materials, the statewide website that is used for coordinated recruitment and public awareness (www.cahealthierliving.org), and statewide semi-annual meetings, building a mentorship network for entities implementing falls prevention programs.</i></b>				
<b>Key Tasks</b>	<b>Lead Person</b>	<b>Start Date</b>	<b>End Date</b>	<b>Notes</b>
a. Submit articles, best practices, accomplishments, trainings, etc. to Partners for the semi-annual CA Healthier Living Coalition e-newsletter			Ongoing	
b. Post falls prevention workshops and trainings to cahealthierliving.org to increase access to evidence-based falls prevention programming in each county, and to support the development of a referral network			Ongoing	
<b><i>Objective 2.1.3: Leverage community resources to develop a referral network across entities implementing evidence-based programs.</i></b>				

Key Tasks	Lead Person	Start Date	End Date	Notes
a. Outreach to potential referral sources to discuss a potential referral models into county evidence-based falls prevention programs.		Ongoing		
b. Implement referrals into evidence-based falls prevention programs.		8/1/18	Ongoing	

**Major Objective 2.2: Coordinate Coalition efforts to build partnerships with payers.**

**Objective 2.2.1: Build countywide sustainability to deliver evidence-based falls prevention programs on an ongoing basis.**

Key Tasks	Lead Person	Start Date	End Date	Notes
a. Participate in monthly technical assistance calls with Partners in Care Foundation to monitor and track progress to project goals, share lessons learned, and maintain quality assurance.		Ongoing		
b. Participate in <u>project-wide</u> quarterly calls/webinars with all project partners.		Ongoing		
c. Using <i>Partners'</i> statewide sustainability plan as a template, work with <i>Partners</i> to co-develop a county sustainability plan for conducting business and contracts with payers.		2/1/19	7/31/19	
d. Identify potential health care delivery system partners.		8/1/18	7/31/19	

**Objective 2.2.2: Purposefully excluded. Tasks do not apply to Humboldt County Department of Health and Human Services Public Health.**

**Objective 2.2.3: Purposefully excluded. Tasks do not apply to Humboldt County Department of Health and Human Services Public Health.**

**EXHIBIT A – YEAR 3**  
**Building a Long-Term Falls Prevention Network for California’s Elders (BALNCE)**

**HUMBOLDT COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLIC HEALTH WORK PLAN: Year 3**

**Goal 1: Significantly increase the number of older adults and older adults (age 60 years and older) with disabilities at risk for falls who participate in evidence-based community programs to reduce falls and falls risks.**

**Measurable Outcome(s):**

- By the end of the three-year grant period, 182 older adults and older adults (age 60 years and older) with disabilities will have participated in either A Matter of Balance (MOB), Tai Chi for Arthritis (Tai Chi) or Tai Ji Quan: Moving for Better Balance (TJQMBB) workshops, and at least 146 of them will have completed the workshops by attending 5 out of 8 sessions for MOB, at least 16 workshop hours for Tai Chi, or at least 36 workshop hours for TJQMBB. A minimum of 25% of completers must come from either MOB or one of the Tai Chi programs.
- Of those workshop participants who complete a post-workshop survey, 80% will report increased physical activity and an improved ability to prevent falls.

<b>Major Objective 1.1: Reach 182 older adults and older adults with disabilities at risk of falls in low-income, rural, limited English-speaking areas of CA.</b>				
<b>Objective 1.1.1: Objective completed in Year 1.</b>				
<b>Objective 1.1.2: Plan/Convene Regional Leader Trainings to increase statewide infrastructure for evidence-based falls prevention programs.</b>				
<b>Key Tasks</b>	<b>Lead Person</b>	<b>Start Date</b>	<b>End Date</b>	<b>Notes</b>
a. Identify, screen, and select individuals for MOB new leader training. <i>Partners</i> will provide leader screening tools to support delivery partners.			Ongoing	
b. Hold new MOB leader trainings.			Ongoing	
<b>Objective 1.1.3: Implement evidence-based falls prevention programs and collect participant enrollment data from implementation sites to monitor program reach.</b>				
<b>Key Tasks</b>	<b>Lead Person</b>	<b>Start Date</b>	<b>End Date</b>	<b>Notes</b>
a. Utilize local partnerships to market, refer, and identify appropriate host sites and			Ongoing	

participants for MOB and Tai Chi workshops.				
b. Schedule workshops and utilize NCOA-required forms to assure enrollment and retention rates that meet program fidelity standards.			Ongoing	
<b>Major Objective 1.2: Within the first six months of Year 1, strengthen outcomes data collection, monitoring and reporting processes, and leader fidelity, implementing enhanced processes throughout BALNCE.</b>				
<b>Objective 1.2.1: Conduct workshop leader fidelity checks using program-specific fidelity checklists to ensure program implementation as designed by the program developer.</b>				
<b>Key Tasks</b>	<b>Lead Person</b>	<b>Start Date</b>	<b>End Date</b>	<b>Notes</b>
a. Conduct workshop leader fidelity checks, utilizing the fidelity checklists for documentation, and providing feedback to workshop leaders to enhance program delivery.			Ongoing	
<b>Objective 1.2.2: Collect program participant and completer data using program-specific data forms to monitor evidence-based falls prevention program reach, outcomes, and retention rate.</b>				
<b>Key Tasks</b>	<b>Lead Person</b>	<b>Start Date</b>	<b>End Date</b>	<b>Notes</b>
a. Collect workshop participant data, review for accuracy, and submit to <i>Partners</i> for entry into the national database within 10 business days of workshop end date.			Ongoing	

**Goal 2: Assure long-term sustainability of fall prevention programming by: 1) Embedding the programs into an integrated evidence-based program hub, 2) Identifying long term supportive partnerships, and 3) Securing contracts to generate revenue.**

**Measurable Outcome(s):**

- By the end of the three-year grant period, California’s Network Hub will have clearly defined leadership roles and responsibilities for the Partners Technical Assistance Center (TAC), the CA Healthier Living Coalition (Statewide Coalition), and the Partners at Home Network (PAH Network), and systematic processes for workshop implementation.
- By the end of the second grant year, *Partners* will develop a written statewide sustainability plan for our Network Hub.
- By the end of the three-year grant period, delivery partners will develop a countywide sustainability plan, using the statewide sustainability plan as a template.
- By the end of the three-year grant period, at least one new payer contract will be executed, covering each BALNCE County to sustain falls prevention programming.

<b>Major Objective 2.1: Members of the CA Healthier Living Coalition will increase adoption of evidence-based falls prevention programming by 20% during each year of BALNCE.</b>				
<b><i>Objective 2.1.1: Purposefully excluded. Tasks do not apply to Humboldt County Department of Health and Human Services Public Health.</i></b>				
<b><i>Objective 2.1.2: Further the incorporation of falls prevention programs into all Coalition efforts, such as joint planning, regular communications, collateral materials, the statewide website that is used for coordinated recruitment and public awareness (www.cahealthierliving.org), and statewide semi-annual meetings, building a mentorship network for entities implementing falls prevention programs.</i></b>				
<b>Key Tasks</b>	<b>Lead Person</b>	<b>Start Date</b>	<b>End Date</b>	<b>Notes</b>
a. Submit articles, best practices, accomplishments, trainings, etc. to Partners for the semi-annual CA Healthier Living Coalition e-newsletter			Ongoing	
b. Post falls prevention workshops and trainings to cahealthierliving.org to increase access to evidence-based falls prevention programming in each county, and to support the development of a referral network			Ongoing	
<b><i>Objective 2.1.3: Leverage community resources to develop a referral network across entities implementing evidence-based programs.</i></b>				



Key Tasks	Lead Person	Start Date	End Date	Notes
a. Outreach to potential referral sources to discuss a potential referral models into county evidence-based falls prevention programs.			Ongoing	
b. Implement referrals into evidence-based falls prevention programs.			Ongoing	

**Major Objective 2.2: Coordinate Coalition efforts to build partnerships with payers.**

**Objective 2.2.1: Build countywide sustainability to deliver evidence-based falls prevention programs on an ongoing basis.**

Key Tasks	Lead Person	Start Date	End Date	Notes
a. Participate in monthly technical assistance calls with Partners in Care Foundation to monitor and track progress to project goals, share lessons learned, and maintain quality assurance.			Ongoing	
b. Participate in project-wide quarterly calls/webinars with all project partners.			Ongoing	
c. Identify potential health care delivery system partners.		8/1/19	7/31/20	
d. Using <i>Partners'</i> statewide sustainability plan as a template, work with <i>Partners</i> to co-develop a county sustainability plan for conducting business and contracts with payers.		8/1/19	1/31/20	
e. Put county sustainability plan to action to procure at least one payer contract.		2/1/17	7/31/20	

**Objective 2.2.2: Purposefully excluded. Tasks do not apply to Humboldt County Department of Health and Human Services Public Health.**

**Objective 2.2.3: Develop and implement a transitional toolkit to assist mature Coalition member organizations in developing contract(s) with sustainability partners.**

Key Tasks	Lead Person	Start Date	End Date	Notes
a. Work with <i>Partners</i> to Co-develop sustainability plan for evidence-based falls prevention programming.		8/1/19	7/31/20	

**EXHIBIT B**

**PROJECT DIRECTOR/RESPONSIBLE INDIVIDUALS**

[to be provided by Subrecipient]

<b>Role</b>	<b>Name</b>	<b>Title</b>	<b>Email</b>	<b>Phone Number</b>
<b>Program Director</b>	Dana Murguia	Senior Program Manager	<a href="mailto:dmurguia@co.humboldt.ca.us">dmurguia@co.humboldt.ca.us</a>	(707) 441-5086
<b>Program Manager</b>	Elaine Hogan	Senior Health Education Specialist	<a href="mailto:ehogan@co.humboldt.ca.us">ehogan@co.humboldt.ca.us</a>	(707) 441-5574
<b>Fiscal Director</b>	Olivia Wilder	Budget Specialist	<a href="mailto:owilder@co.humboldt.ca.us">owilder@co.humboldt.ca.us</a>	(707) 441-5435
<b>Other</b>				
<b>Other</b>				
<b>Other</b>				

## EXHIBIT C

### TERMS AND CONDITIONS

Subrecipient certifies the following:

1. Subrecipient: (a) is not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from receipt of HHS grant funds by a federal department or agency; (b) has not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) is not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in this Section 1; (d) has not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default; and (e) is not excluded on the Excluded Parties Listing System maintained by GSA.
2. Subrecipient will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award, and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Subrecipient will acknowledge federal funding when issuing any statements, press releases, requests for proposals, bid invitations, or other documents describing projects or programs funded in whole or in part with federal funds, including the requisite statements regarding percentage and dollar amounts, as set forth in the HHS Grants Policy Statements.
4. Subrecipient has, or will establish, safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflicts of interest or personal gain, pursuant to the HHS Grants Policy Statements.
5. Subrecipient will complete the work specified in the Work Plan within the applicable time frame.
6. Subrecipient will comply, as applicable, with the requirements of the following federal statutes and regulations, as amended from time to time:
  - (a) all federal statutes relating to nondiscrimination, including without limitation Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107);

(b) Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646);

(c) The provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328);

(d) Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104);

(e) Consolidated and Further Appropriations Act, 2015, Pub. L. 113-235, signed into law on Dec. 16, 2014;

(f) Pilot Program for Enhancement of Contractor Whistleblower Protections, Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013);

(g) The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), amending 18 U.S.C. § 175-175(c);

(h) The Public Health Security and Bioterrorism Preparedness and Response Act of 2002, 42 U.S.C. § 201;

(i) The Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000, and otherwise comply with invention reporting and disclosure rights, as set forth in the HHS Grants Policy Statement.

7. Subrecipient shall not knowingly use appropriated funds provided pursuant to this Agreement: (a) to support activities that promote the legalization of any drug or other substance included in Schedule I of the schedule of controlled substances established by section 202 of the Controlled Substances Act, 21 U.S.C. § 812; (b) for an abortion; (c) to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug; or (d) the purchase of any property, except upon prior approval of Partners and in compliance with the terms and conditions of the HHS Grants Policy Statement.

8. Subrecipient agrees to recognize any same-sex marriage legally entered into in a U.S. jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, Subrecipient has reviewed and revised, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as “marriage,” “spouse,” “family,” “household member” or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in HHS statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.

9. Subrecipient shall comply with the Intellectual Property, Rights in Data, Access to Research Data, Publications, and Patents and Inventions set forth in the HHS Grants Policy Statement, II-68 through II-71, with respects to any results and accomplishments of the Program.

10. Subrecipient is registered in the Central Contract Registry (“**CCR**”), and shall maintain an active CCR registration with current information at all times during which it receives federal funding pursuant to this Agreement, as well as a unique entity identifier.

## EXHIBIT D

### REIMBURSEMENT OF COSTS

1. **Total Amount of Federal Funds.** The total amount of Federal funds to be paid to Subrecipient for participation in the Program, pursuant to the terms and conditions of this Agreement, is not more than \$5,500 in Year 1, \$8,000 in Year 2 and \$10,000 in Year 3.
2. **Limitation on Costs.** Partners shall reimburse allowable costs for participants in A Matter of Balance (MOB) who have completed 5 out of 8 sessions of the MOB workshop, Tai Chi for Arthritis (Tai Chi) who have completed at least 16 workshop hours, and Tai Ji Quan: Moving for Better Balance (TJQMBB) who have completed at least 36 workshop hours (“Completers”). Subrecipient, pursuant to the agreed upon budget, which shall be submitted and subject to approval by *Partners*, and the requirements of Exhibit A of this Agreement, shall receive:

Year 1 - \$125.00 per Completer  
Year 2 - \$166.67 per Completer  
Year 3 - \$172.41 per Completer

Partners is not liable for any payment in excess of the amount identified in the budget and as outlined in Sections 1 and 2 of this Exhibit D, or as otherwise mutually agreed to by the parties, and in compliance with the Notice of Award and prior approval of ACL, as required.

3. **Payment.** Upon execution of contract and Partners approval of submitted budget, Partners shall provide Subrecipient with Start-Up funds, limited to \$500.00. Subrecipient shall submit invoices services provided. Subrecipient may choose to submit invoices at the completion of every workshop or monthly, or at minimum, quarterly (refer to Table 1 for quarterly due dates). Invoices shall be provided to Partners within 15 calendar days of the end of the period for which they are billing. Invoices shall be submitted using Partners’ template or Subrecipient’s standard invoice, which include the number of Completers as outlined in Exhibit A, the Work Plan, the period for which services were provided, and certification as to truth and accuracy of the invoice. Subrecipient shall also provide a spreadsheet with the invoice listing the start and end date of each workshop, location and number of participants, number of completers.

	<b>Quarter 1 August 1-October 31</b>	<b>Quarter 2 November 1-January 31</b>	<b>Quarter 3 February 1-April 30</b>	<b>Quarter 4 May 1-July 31</b>
	<i>Last Date Billing Accepted by Partners</i>	<i>Last Date Billing Accepted by Partners</i>	<i>Last Date Billing Accepted by Partners</i>	<i>Last Date Billing Accepted by Partners</i>
<b>2017-2018 Grant Year</b>	November 15, 2017	February 15, 2018	May 15, 2018	August 15, 2018
<b>2018-2019 Grant Year</b>	November 15, 2018	February 15, 2019	May 15, 2019	August 15, 2019
<b>2019-2020 Grant Year</b>	November 15, 2019	February 15, 2020	May 15, 2020	August 15, 2020

If Subrecipient is not on target to reach the agreed-upon deliverables outlined in Exhibit A, after sufficient support has been provided to Subrecipient, Partners reserves the right to reallocate funds to other Subrecipients. If Subrecipient exceeds the target outlined in Exhibit A, Partners is not obligated to make additional payments. This is a fixed grant award as outlined in Section 1 above. Invoices and questions concerning invoice receipt or payment should be directed to Partners' Accounts Payable office: [accountspayable@picf.org](mailto:accountspayable@picf.org). 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. Partners reserves the right to reject an invoice.

4. **Cost Principles.** Subrecipient shall comply with the applicable cost principles regarding allowability of costs and any guidance re cost accounting treatment of costs, as set forth in 2 C.F.R. § 400 et seq. and pursuant to Exhibit 4, Selected Items of Cost, pursuant to the HHS Grants Policy Statement. Without limiting the foregoing, "allowable costs" are those costs expended to carry out a portion of the Program, as further described in the HHS Grants Policy Statement, II-28 et seq.
5. **No Fees/No Indirect Costs.** Subrecipient acknowledges and agrees that this Agreement is for a cost-reimbursable subaward, and Subrecipient is entitled only to those allowable costs expended to carry out a portion of the program. Subrecipient is not entitled to any other fees for participation in the Program. In addition, pursuant to the Notice of Award, Subrecipient is not entitled to reimbursement for any indirect costs, as further described in the HHS Grants Policy Statement, II-26.
6. **Program Income.** Subrecipient shall only use program income, if any, in compliance with 2 C.F.R. § 200.307. "Program income" is defined as gross income directly generated by the grant-supported activity or earned as a result of the Award.
7. **Interest Earned on Advances of Funds.** Subrecipient shall promptly, and at least quarterly, remit to the Payment Management System, operated by the HHS Department of Payment Management, any interest earned on advances of federal funds pursuant to this Agreement that, in the aggregate, exceeds Five Hundred Dollars (\$500) per fiscal year, except as provided in 2 C.F.R. § 200.305.
8. **Reporting and Training Requirements.**
  - (a) Each county shall require staff from their Finance Department and the County Coordinator to participate in required Finance Training provided by Partners in Care Foundation's Finance Department.
  - (b) Each county shall file required financial reports as delineated by Partners in Care Foundation but not later than:
    - DATE: February 15, 2018
    - DATE: August 15, 2018
    - DATE: February 15, 2019
    - DATE: August 15, 2019
    - DATE: February 14, 2020



DATE: August 14, 2020

**(c) The Final Grant Report will be due not later than September 28, 2020.**

## **EXHIBIT E**

### **PARTNERS STAFF CONTACT INFORMATION**

#### **Falls Prevention Program (BALNCE)**

**Senior Director:** Dianne Davis

[ddavis@picf.org](mailto:ddavis@picf.org)

(818) 837-3775, x116

**Program Director:** Christy Lau

[clau@picf.org](mailto:clau@picf.org)

(818) 837-3775, x159

**Project Manager:** Cassandra Manfre

[cmanfre@picf.org](mailto:cmanfre@picf.org)

(818)837-3775, x146

#### **Contracts**

**Director of Contracts:** Anne Chan

[achan@picf.org](mailto:achan@picf.org)

(818) 837-3775, x153

#### **Finance**

**VP of Finance:** Arna Fulcher

[fulcher@picf.org](mailto:fulcher@picf.org)

(818) 837-3775, x107

Accounts Payable

[accountspayable@picf.org](mailto:accountspayable@picf.org)

#### **Information Technology**

**IT Manager:** Irma Shirvanian

[ishirvanian@picf.org](mailto:ishirvanian@picf.org)

(818) 837-3775, x168

Christy Lau, [clau@picf.org](mailto:clau@picf.org) and Dianne Davis, [ddavis@picf.org](mailto:ddavis@picf.org) should be included on ALL e-mail communications with Partners in Care Foundation contacts related to the Falls Prevention Program



**A-133 OMB /Uniform Guidance Certification Questionnaire  
Partners in Care Foundation**

**INTERNAL USE ONLY**

**Grant Name:** \_\_\_\_\_

**Grant #** \_\_\_\_\_

**CFDA#:** \_\_\_\_\_

**Reviewed by Partners in Care Staff:**

**Date Received:** \_\_\_\_\_

**PLEASE COMPLETE THE FOLLOWING:**

Subrecipient Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Federal Tax ID: \_\_\_\_\_

Subrecipient Fiscal Year-end: \_\_\_\_\_

Total disbursements made using Federal Funds (received directly from a U.S. government agency or indirectly through a pass-through entity) for the current fiscal year, including sub-awards received from Partners in Care:\$ \_\_\_\_\_

All written communications from the Certified Public Accountant engaged under #1 and #2 below, given to the sub-grantee including those in compliance with or related to Statement of Auditing Standards Number 112 (SAS 112) "*Communicating Internal Control Related Matters in an Audit*" (and communications made under SAS 115) must be provided by the sub-recipient to Partners in Care within 30 days of receipt.

Check either box as applicable:

- #1 - We expect to expend less than \$750,000 from all Federal Financial Assistance sources during the current fiscal year. Therefore we are not subject to the audit requirement of OMB Circular A-133.
  
- #2 - We expect to expend more than \$750,000 from all Federal Financial Assistance sources during the current fiscal year. Therefore we are subject to the audit requirement of OMB Circular A-133. Accordingly, we have engaged a certified public accounting firm to perform an audit in accordance with OMB Circular A-133 and will submit the audit upon completion to the Federal Audit Clearinghouse within the time prescribed by OMB Circular A-133. **We also understand that it is our responsibility to submit a copy of the audit reports and related attachments under OMB Circular A-133 to Partners in Care.**

By signing below, I certify that I have read the above requirements, that the responses above are true and accurate to the best of my knowledge and belief, and that the required reports will be forwarded to Partners in Care within the deadline above.

Completed By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT G**  
**NOTICE OF AWARD**

**See attached.**

1. DATE ISSUED MM/DD/YYYY 11/02/2017  
 2. CFDA NO. 93.761  
 3. ASSISTANCE TYPE Cooperative Agreement

Department of Health and Human Services  
 Administration For Community Living  
 AOA Falls Prevention - State Grants  
 Switzer Building 330 C Street, SW  
 Washington, DC 20201-0003

1a. SUPERSEDES AWARD NOTICE dated 08/18/2017  
 except that any additions or restrictions previously imposed remain  
 in effect, unless specifically rescinded

4. GRANT NO. 90FPSG0005-01-02 Formerly  
 5. ACTION TYPE Post Award Amendment

6. PROJECT PERIOD MM/DD/YYYY  
 From 08/01/2017 Through 07/31/2020

7. BUDGET PERIOD MM/DD/YYYY  
 From 08/01/2017 Through 07/31/2020

**NOTICE OF AWARD**  
 AUTHORIZATION (Legislation/Regulations)  
 42 USC 3001 et seq.

8. TITLE OF PROJECT (OR PROGRAM)  
 Building a Long-Term Falls Prevention Network for California's Elders (BALNCE)

9a. GRANTEE NAME AND ADDRESS  
 Partners in Care Foundation, Inc.  
 732 Mott St  
 San Fernando, CA 91340-4237

9b. GRANTEE PROJECT DIRECTOR  
 Ms. Dianne Davis  
 732 MOTT ST STE 150  
 SAN FERNANDO, CA 91340  
 Phone: 818) 837-3775

10a. GRANTEE AUTHORIZING OFFICIAL  
 W. June Simmons  
 732 Mott Street, Suite 150  
 San Fernando, CA 91340-4212  
 Phone: 818-837-3775

10b. FEDERAL PROJECT OFFICER  
 Casey DiCocco  
 Switzer Building  
 330 C Street, SW  
 Washington, DC 20201-0003  
 Phone: 202-357-3508

**ALL AMOUNTS ARE SHOWN IN USD**

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only

II Total project costs including grant funds and all other financial participation

a. Salaries and Wages .....	141,955.00
b. Fringe Benefits .....	34,069.00
c. Total Personnel Costs .....	176,024.00
d. Equipment .....	0.00
e. Supplies .....	12,624.00
f. Travel .....	46,621.00
g. Construction .....	0.00
h. Other .....	88,885.00
i. Contractual .....	275,846.00
<b>j. TOTAL DIRECT COSTS</b> .....	<b>600,000.00</b>
k. INDIRECT COSTS .....	0.00
<b>l. TOTAL APPROVED BUDGET</b> .....	<b>600,000.00</b>
m. Federal Share .....	600,000.00
n. Non-Federal Share .....	0.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from Item 11m)	600,000.00
b. Less Unobligated Balance From Prior Budget Periods	0.00
c. Less Cumulative Prior Award(s) This Budget Period	600,000.00
<b>d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION</b>	<b>0.00</b>
<b>13. Total Federal Funds Awarded to Date for Project Period</b>	<b>600,000.00</b>

14. RECOMMENDED FUTURE SUPPORT  
 (Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2		d. 5	
b. 3		e. 6	
c. 4		f. 7	

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

a. DEDUCTION	
b. ADDITIONAL COSTS	
c. MATCHING	
d. OTHER RESEARCH (Add / Deduct Option)	
e. OTHER (See REMARKS)	<input checked="" type="checkbox"/>

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

a. The grant program legislation.  
 b. The grant program regulations.  
 c. This award notice including terms and conditions, if any, noted below under REMARKS.  
 d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached -  Yes  No)  
 See next page

GRANTS MANAGEMENT OFFICIAL: Tanielle Chandler, Grants Management Officer

17. OBJ CLASS 41.45	18a. VENDOR CODE 1953954057A1	18b. EIN 953954057	19. DUNS 122037161	20. CONG. DIST. 29
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
21. a. 7-29969R0	b. 90FPSG000501	c. AOA	d. \$0.00	e. 75-X-0142
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.