



Guilford County

CONTRACT AGREEMENT

COUNTY	COMPANY
Guilford County 301 West Market Street Greensboro, NC 27401 Telephone No: 336-641-3852 Attention: Pamela Lough Contract No: 1407 Parent Contract No: 0	Duke University c/o Office of Research Support Durham, NC 27705-4677 Kenneth Macdonald 9196843030 ors-grant@duke.edu Attention: Kenneth Macdonald

HIGHLIGHT INFORMATION

Contract Purpose: Duke Endowment Guilford Family Connects Grant	Expiration Date: December 31, 2019
Effective Date: April 1, 2019	Contract Subtype:
Contract Type: MOU/MOA/REVENUE NO FINANCIAL EXPOSURE	Event Number:
Contract Amount: 343,727.00	

CONTRACT LINES

Line No	Percent	Item Description	Acct Unit	Account	Base Cost	UOM	Amount
1	100.000%	Guilford Family Connects	210246	49552^0	\$343,727.00	YR	\$343,727.00



GUILFORD COUNTY CONTRACT NO. 1407
Parent Contract No. 0

(SEE COMMENTS FOR CONTRACT)

Subcontract Number: 363-0016

SUBCONTRACTOR: Guilford County on behalf of its Department of Health & Human Services

SUBCONTRACTORS DUNS No.: _____

Project Title: The Get Ready Guilford Initiative

DUKE Sponsor: Duke Endowment

Award Number: 18-06-SGO-C

CFDA No: NA

Principal Investigator for DUKE University: Kenneth A. Dodge

Principal Investigator for SUBCONTRACTOR: Lisa Alexander

Period of Performance: April 1, 2019 – December 31, 2019

Pre-award Spending: No ☒ Yes ☐ Effective / /

Award Amount: \$343,727.00

DUKE Administrative Contact:

Kenneth Macdonald, Assistant Director
Office of Research Support
Duke University
2200 W. Main St., Ste. 710
Durham, NC 27705
Phone: +1 919 684 3030
E-mail: kwmac@duke.edu

**SUBCONTRACTOR Administrative Contact
Courier Address/Phone/Fax/E-mail:**

Merle Green, Public Health Director
Public Health, Guilford County
1206 Maple Street, Greensboro, NC
336-641-3288
mgreen@guilfordcountync.gov

The following components are hereby incorporated as part of this agreement:

Appendix A: Terms and Conditions

Appendix B: Statement of Work and Budget

Appendix C: Reserved

Appendix D: Financial Report Template

Appendix E: Reserved

Appendix F: Prime Sponsor's terms and Conditions

IN WITNESS WHEREOF, the parties agree to be bound by the terms of this agreement:

DUKE UNIVERSITY:

Authorized Signature: _____

Name: Kenneth Macdonald

Title: Assistant Director

Date: / /

SUBCONTRACTOR:

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

**APPENDIX A
TERMS AND CONDITIONS**

ARTICLE 1. Statement of Work	ARTICLE 10. Liability
ARTICLE 2. Period of Performance	ARTICLE 11. Termination
ARTICLE 3. Key Personnel	ARTICLE 12. Changes
ARTICLE 4. Financial Conditions	ARTICLE 13. Notice
ARTICLE 5. Reporting Requirements	ARTICLE 14. Assignment
ARTICLE 6. General Conditions	ARTICLE 15. Entire Agreement
ARTICLE 7. Special Conditions	ARTICLE 16. Certifications
ARTICLE 8. University Name	ARTICLE 17. Assurances
ARTICLE 9. Audits and Records	ARTICLE 18. Reserved

ARTICLE 1. STATEMENT OF WORK

SUBCONTRACTOR agrees to use its best efforts to perform the work described in its Statement of Work, a copy of which is incorporated in APPENDIX B and made a part of this agreement.

ARTICLE 2. PERIOD OF PERFORMANCE

The performance period for this Agreement is described in the Duke University Subcontract Agreement Cover Sheet ("Cover Sheet"), attached. The performance period shall not extend beyond the end date given unless the period is extended by amendment in writing of this Agreement. No costs shall be incurred under this agreement prior to the start date nor subsequent to the termination date unless noted on the Cover Sheet.

ARTICLE 3. KEY PERSONNEL

The DUKE principal investigator will provide general guidance and technical direction for the project. SUBCONTRACTOR's principal investigator will be responsible for the conduct of the work performed under this subcontract.

SUBCONTRACTOR's principal investigator is considered to be essential to the work to be performed. Prior to making any change, SUBCONTRACTOR shall request written approval from DUKE, reasonably in advance, with justification in sufficient detail to permit evaluation of the impact on the program.

ARTICLE 4. FINANCIAL CONDITIONS

1. Estimated Cost

It is agreed between the parties that the award amount on the Cover Sheet represents the total amount of this Agreement, except as such amount may be amended in writing.

2. Allowable Costs

The amount of authorized costs will cover the direct costs of the work described in APPENDIX B. Funds provided under this Agreement may not be used to replace any existing program funds (that is, no existing funding should be taken away from the program because these new funds were received).

3. Payment and Financial Reporting

Payment of the entire award amount shall be due upon full execution of this Agreement. At the end of the six-month period funded by this Agreement, SUBCONTRACTOR must submit to DUKE a final financial report. This final financial report shall be received by DUKE no later than thirty (30) days after the termination of the budget period and shall be marked as such. SUBCONTRACTOR shall then reimburse DUKE for any amount awarded under this Agreement but not spent on allowable costs documented in its final financial report.

Financial reports shall be directed to:

Subcontract Administrator
Office of Sponsored Programs
Duke University
2200 W. Main St., Ste. 300
Durham, NC 27705-4677
ospsubcontractmgmt@duke.edu

The format that is to be used for financial reports shall be in accordance with APPENDIX D. Upon request, SUBCONTRACTOR shall furnish to DUKE any necessary documentation to support reported amounts.

SUBCONTRACTOR assumes sole responsibility for reimbursement to DUKE of a sum of money equivalent to the amount of any expenditure disallowed should DUKE or the DUKE ENDOWMENT ("SPONSOR") rule through audit exception, or some other appropriate means, that expenditures from funds allocated to SUBCONTRACTOR were not made in compliance with the provisions of this subcontract.

ARTICLE 5. REPORTING REQUIREMENTS

1. Financial

The final financial report, as specified in Article 4(3) above, shall serve as the cumulative financial report.

2. Programmatic

Reports of all programmatic findings related to the project should be sent to the DUKE Principal Investigator when requested and in time to be included in annual or periodic reports and the final report to the SPONSOR.

3. Other

In addition, the SUBCONTRACTOR agrees to provide DUKE documentation necessary for DUKE to complete any additional reports required by SPONSOR (such as human subject assurances, program income or invention statements).

ARTICLE 6. GENERAL CONDITIONS

This Agreement will be administered in compliance with the subcontract provisions herein and the SPONSOR's General Terms and Conditions, incorporated herein as APPENDIX F.

In the event of any conflict between the provisions of this subcontract and those of the SPONSOR's General Terms and Conditions, the provisions of this subcontract shall take precedence.

ARTICLE 7. SPECIAL CONDITIONS

1. Acknowledgment of Support

The following credit line and disclaimer will be used on all reports, publications, and other materials resulting from this study:

"This project/publication was made possible by funds from Duke University through the support of a grant from the Duke Endowment. The opinions expressed in this publication are those of the author(s) and do not necessarily reflect the views of Duke University or the Duke Endowment."

2. Publication

Each party shall be encouraged to freely publish the results of its effort carried out pursuant to this Agreement. All publications shall cite the source of support and provide a disclaimer in accordance with Article 7(1), "Acknowledgment of Support." SUBCONTRACTOR shall provide an advance copy of every publication to the DUKE Principal Investigator.

3. Copyright

Disposition of any copyrights or any copyrightable material shall be determined by the policy of the institution with which the principal author is affiliated.

ARTICLE 8. UNIVERSITY NAME

Neither party may use the name of the other in news releases or advertising or make any form of representation or statement in relation to the research which would constitute an express or implied endorsement of any commercial product or service without the written approval of an authorized signatory of the other party.

ARTICLE 9. AUDITS AND RECORDS

Financial records, supporting documents and other records pertinent to this Agreement shall be retained for a period of three (3) years from the date of full execution of this Agreement. Records pertaining to audits, appeals, litigation or settlement of claims arising out of the performance of this subcontract shall be retained until such audits, appeals or litigation or claims have been settled.

SUBCONTRACTOR'S facilities, or such part thereof as may be engaged in the performance of this Agreement, and any pertinent books, documents, papers and records shall be subject upon prior request and during normal business hours to inspection and audit by appropriate audit agencies.

ARTICLE 10. LIABILITY

SUBCONTRACTOR's relationship to DUKE under this Agreement will be that of an Independent Contractor and not an agent, joint venturer or partner of DUKE. As such an independent contractor, SUBCONTRACTOR assumes risk and all responsibility for work conducted under this Agreement. SUBCONTRACTOR will, during the course of this Agreement, maintain in force adequate insurance to cover risk or liability resulting from this work.

ARTICLE 11. TERMINATION

1. It is expressly understood and agreed that in the event that the SPONSOR's prime award is terminated or the funding thereunder ceases, DUKE may, at its option, terminate, in whole or in part, this Agreement by sending written notice of terminations to SUBCONTRACTOR.
2. This agreement may be terminated prior to the expiration of the period of performance by written agreement of both DUKE and SUBCONTRACTOR.
3. If SUBCONTRACTOR shall fail to fulfill in a proper manner its obligations under this Agreement or violate any of the provisions of this Agreement, DUKE shall have the right to terminate, in whole or in part, this Agreement by sending written notice of termination to SUBCONTRACTOR thirty (30) days prior to the effective date of such termination.
4. Upon notification that this Agreement has been terminated, whether pursuant to paragraph (1), (2), or (3) of this Article, SUBCONTRACTOR shall immediately stop all work under this Agreement on the date and to the extent specified in the notice of termination. SUBCONTRACTOR shall not place any orders or subcontracts for materials, services, or facilities, except as may be necessary for the completion of such portion of the work as is not terminated. Upon termination of this subcontract, whether pursuant to paragraph (1), (2), or (3) of this Article, DUKE agrees to compensate SUBCONTRACTOR for all work performed prior to said termination, and not previously paid for, subject to the availability of funds from SPONSOR.

ARTICLE 12. CHANGES

DUKE may, from time to time, request changes in the scope of the activities to be performed by SUBCONTRACTOR as described in APPENDIX B, Statement of Work. Such changes which are mutually agreed upon between SUBCONTRACTOR and DUKE shall be incorporated in written amendments to this Agreement.

ARTICLE 13. NOTICE

Any notice or other communication required or permitted under this Agreement will be in writing and will be deemed given as of the date it is (a) delivered by hand, or (b) mailed, postage prepaid, first class, certified mail, return receipt mail requested, to the party at the address listed below or subsequently specified in writing, or (c) sent, shipping prepaid, receipt requested, by national courier service, to the party at the address listed below or subsequently specified in writing:

As to DUKE:

Keith Hurka-Owen, Director
Office of Research Support
Duke University
2200 W. Main St. Ste. 710
Durham, N.C. 27705

As to the SUBCONTRACTOR:

Marty K. Lawing
Guilford County Manager
Guilford County
301 W. Market Street
Greensboro, NC 27401

ARTICLE 14. ASSIGNMENT

This Agreement is for professional services. Neither party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.

ARTICLE 15. ENTIRE AGREEMENT

This document contains the entire Agreement and understanding between the parties as to its subject matter. It merges all prior discussions between the parties and neither party will be bound by conditions, definitions, warranties, understandings, or representations concerning such subject matter except as provided in this Agreement or as specified on or subsequent to the effective date of this Agreement in a writing signed by properly authorized representatives of the parties. This Agreement can only be modified by written Agreement duly signed by persons authorized to sign agreements on behalf of DUKE and SUBCONTRACTOR.

ARTICLE 16. CERTIFICATIONS

Acceptance of this Agreement constitutes certification that SUBCONTRACTOR has implemented a written and enforced conflict of interest policy.

ARTICLE 17. ASSURANCES

1. Protection of Human Subjects

Any activity under this Agreement which involves the use of human subjects shall be governed by applicable policies and federal regulations. SUBCONTRACTOR agrees that any human research protocol conducted under this Agreement shall be reviewed and approved by a designated Institutional Review Board (IRB) and certifies that this IRB is in full compliance with all relevant federal regulations.

2. Vertebrate Animals

Pursuant to the Animal Welfare Act and the Public Health Service Policy on Humane Care and Use of Laboratory Animals, the SUBCONTRACTOR agrees that any animal research protocol conducted under this Agreement shall be reviewed and approved by SUBCONTRACTOR'S Institutional Animal Care and Use Committee (IACUC) and certifies that this IACUC is in full compliance with all federal regulations and has an approved Assurance on file with DHHS.

ARTICLE 18. RESERVED

**Department of Health and Human Services- Public Health
Community Health Services
Guilford Family Connects Program**

Position: Nurse Specialist I

Primary Purpose of Position - This position specifically utilizes skills of a registered nurse to provide postpartum and newborn home visit assessments to all live births in Guilford County adhering to the Family Connects' Evidence Based model; conducts screenings, provides education, and informs parents of the resources available to them and their families. The registered nurse will have specialized training and experience in public health, perinatal nursing, infant assessment, breastfeeding and in the Family Connects' model.

Scope of work:

What is done on daily basis?

- Receive new referrals, make calls to schedule visits
- Initial Visits-conduct 2-3 initial postpartum and newborn assessments in the home (during the visit the nurse administers three separate screenings (Edinburgh Postnatal Depression Screen, CAGE AID Substance Use and the Conflict Tactics), provides lactation support, education on health & safety, child-spacing counseling, referrals to Care Coordination for Children (CC4C) and other community services. Additionally, the nurse is required to call in current weights on all visits to the Pediatrician and follow up with provider (s) on any medical concerns. Interpreters or the language line is used on 10-15% of visits.
- Follow up visits-2-3 follow up visits to check weights on infants whose weights are below standard, blood pressure checks, assist with breastfeeding issues and other concerns.
- Data Entry - All contacts are documented in Family Connects electronic database.
- Referrals- link families to community resources, initiate referrals and follow up to ensure families have accessed care.
- Review hospital records- Remote access to the hospital's EMR to review the records for mom and baby as needed to clarify or gain more information to better assist families.
- Conducts Hospital rounds- Works with team to cover hospital rounds on weekends and holidays or in team leader's absence.

Position: Nursing Services Supervisor

Primary Purpose of Position - Reduce infant mortality and improve postpartum and newborn outcomes, through the supervision of the Guilford Family Connects program. Facilitate 100% of new moms being offered a home visit within two to three weeks post discharge from the hospital by competent and knowledgeable staff. Ensure infants at risk for chronic developmental, physical, emotional conditions or exposed to toxic stress are referred for Coordination for Children (CC4C) Program services and other

community services. Supervision includes direct supervision of nurses, and support staff, case assignment, record review, Medicaid billing review, statistical reporting, quality assurance monitoring, adherence to model fidelity and participation in program planning and evaluation.

Scope of work:

What is done on daily basis?

- Provide direct supervision of individual staff through performance evaluations, disciplinary action, approve leave. Establish and implement an annual work plan for individual staff and review twice per year. Review mileage for accuracy and submit by the 3rd of each month. Provide advanced and specialized nurse consultation to staff; review complicated cases and provide guidance.
- Ensure hospital rounds are conducted daily at local hospitals to obtain delivery information, collaborate with hospital staff regarding patient concerns and inform new families of postpartum and newborn home visiting services; triage deliveries to determine assignments for postpartum home visits and determine if CC4C services are needed. conducts hospital rounds to cover during staff absences or on weekends or holidays Be available by phone to address physician and patient concerns.
- Review and summarize data for program planning and evaluation. Develop new forms as needed and assist Nurse Manager in updating existing policies and forms.
- Provide quality assurance through review of documentation in Family Connects data base, Medicaid billing, audit reports, and supervisory observation (home visits with each employee once a year). Complete fidelity checks on all nursing staff to ensure adherence to model.
- Network with key people in other divisions and partnering agencies; serve on local committees and boards as time allows.
- Participate in interviewing and hiring new staff; review applications, select panel and work closely with HR Representative.
- Plan orientation for new employees meeting model components and determine staff's continuing educational needs.

Position: Nurse Specialist II/Team Leader

Primary Purpose of Position - Utilizes skills of a registered nurse in conducting hospitals rounds daily at UNC High Point Regional to obtain delivery and postpartum information on all deliveries including current Pregnancy Care Management patients, and inform all patients of the Family Connects postpartum program. Screen all antenatal patients for OBCM program eligibility

Scope of work:

What is done on daily basis?

- Utilizes skills of a registered nurse to provide postpartum and newborn home visit assessments to all live births in Guilford County adhering to the Family Connect' s Evidence Based model; conduct screenings, provide education, and inform parents of the resources available to them and their families.
- Conducts weekly case reviews with Family connects staff.
- Monitors quality assurance components of postpartum services through quarterly Fidelity Checks and chart audits
- Serves as a consultant to team members and provides orientation to new staff.
- Serves as the primary backup to the supervisor,

Position: Community Health Consultant

Primary Purpose of Position - This position specifically utilizes skills of a Community Health Consultant to provide support to the Guilford Family Connects (GFC) program. This position will conduct the required follow-up phone calls to all families receiving GFC visit(s) who also had a referral. The consultant will assess if referrals are secured, provide further education and additional referrals as needed. Consultant will review outcomes to enable to FC staff to make stronger and more appropriate referrals. This position will identify, manage, coordinate community resources The Community Health Consultant will have specialized training and experience in public health and the Family Connects model.

Scope of work:

What is done on daily basis?

- Conduct the required follow-up phone calls to all families receiving a GFC visit who also had a referral. Assess if referrals are secured, provide further education and additional referrals as needed. Review outcomes to enable to FC staff to make stronger and more appropriate referrals. Establish or enhance current feedback loops and procedures regarding referral sources.
- Plan, coordinate, and implement strategies and deliverables that are collaboratively decided upon from the GFC team along with other stakeholders within the program; work with the GRGI Community Alignment Specialist to ensure the mission and vision of the program are upheld, increasing the overall reach and partnerships within the community, and approaching new financial agents and programs for development of the program as time allows
- Develop and maintain relationships with community stakeholders (e.g. local service providers, hospital staff, obstetricians/gynecologists, pediatricians); participate in community collaboratives alongside key community stakeholders to foster partnerships, identify grant funding opportunities, and facilitate connections among resources and agencies within the early childhood system of care
- Help maintain and regularly update the Family Connects referral data base," a collection of community resources which are utilized as the referral source for the Family Connects nurse home visits.

- Support nurse home visitors as they connect families with community resources, as needed; solicits, screens, and evaluates educational materials
- Assist in generating monthly, quarterly and annual reports; assist with data evaluation of program effectiveness and planning
- Assist with hospital rounds to complete hospital assessments as assigned (will include some weekend or holiday coverage).

Position: Senior Office Specialist

Primary Purpose of Position - This position provides management support to the Guilford Family Connects program. Also serves as support to Community Program Administration and Nursing Services Supervisor.

Scope of work:

What is done on daily basis?

- Performs data entry of hospital assessments for all Guilford County and out of county clients that deliver at local hospitals into Family Connects database; update client and newborn demographic information after entry. Fax, scan, copy and maintain file for hospital assessments. Closes GFC cases when nurse has completed all contacts and last contact of a letter is sent. Use multiple computer programs (CMIS, NC Fast, Cure MD, and Epic) to validate client information. Follow up on referrals and secure referrals; Search client appointments in WIC (Crossroads). Assist with hospital rounds and write up assessments from Epic as requested.
- Provides management support to the Family Connects program by answering incoming calls, help the caller or take messages and inform appropriate party. Uses independent judgment and handles a variety of sensitive information. Compose letters, memos, fact sheets, action plans and other informational sheets for supervisory review and distribution to families. Calibrate baby scales, blood pressure cuffs and record reading in specific logs.
- Assist in scheduling home visits and follow up visits for nurses. Assist in mailing client letters and other program documents. May deliver items to client homes as instructed by supervisor.
- Create documents including formulating spreadsheets used for statistical reporting of program services to administration; enter service data into a database for billing and statistical purposes. Validate and update billing in Cure MD. Generate and maintain reports for Family Connects.
- Make copies of forms as directed and assemble GFC educational bags.
- Mail written survey if unable to make phone contact.

Duke Endowment - Family Connects

PERSONNEL

1st Qtr. (4/1/19-6/30/19)

Employee

	Salary	Fringe	Subtotal	Payperiods	# of FTE's	Longevity	Totals
Nurse Specialist II	\$2,134.87	\$707.52	\$2,842.39	6	1	\$0	\$17,054.34
Nursing Services Supervisor	\$2,353.67	\$751.32	\$3,104.99	6	1	\$0	\$18,629.94
Senior Office Specialist	\$1,310.36	\$539.17	\$1,849.53	6	1	\$0	\$11,097.18
Community Health Consultant	\$1,667.15	\$737.04	\$2,404.19	6	1	\$0	\$14,425.14
							\$61,206.60

TOTAL PERSONNEL

OPERATING EXPENSES

1st Qtr. (4/1/19-6/30/19)

Expense

	Cost	# FTE's	# of months	Total
Laptops (new hires)	\$1,800.00	3		\$5,400.00
Desktops (new office support staff)	\$1,800.00	1		\$1,800.00
Stand-up desks	\$200.00	4		\$800.00
Dual monitors (\$225/EA x 2)	\$450.00	4		\$1,800.00
Printing & Office Supplies	\$50.00	4		\$200.00
Desk Phones	\$30.00	4	3	\$360.00
Cell Phones & Mobile Wi-Fi	\$86.00	3	3	\$774.00
Mileage - Management & Support Staff (100/month @ .58/mile)	\$58.00	4	3	\$696.00
				\$11,830.00

TOTAL OPERATING EXPENSES

TOTAL PERSONNEL & OPERATING EXPENSES

\$73,036.60

Duke Endowment - Family Connects

PERSONNEL

2nd Qtr. (7/1/19-9/30/19)

Employee	Salary	Fringe	Subtotal	Payperiods	# of FTE's	Longevity	Totals
Nurse Specialist II	\$2,134.87	\$707.52	\$2,842.39	7	1	\$0	\$19,896.73
Nursing Services Supervisor	\$2,353.67	\$751.32	\$3,104.99	7	1	\$0	\$21,734.93
Senior Office Specialist	\$1,310.36	\$539.17	\$1,849.53	7	1	\$0	\$12,946.71
Community Health Consultant	\$1,667.15	\$737.04	\$2,404.19	7	1	\$0	\$16,829.33
Nurse Specialist I - Jennifer Roberts	\$2,175.81	\$896.29	\$3,072.10	7	1	\$0	\$21,504.70
Nurse Specialist I - Martha Cox	\$2,570.00	\$877.46	\$3,447.46	7	1	\$0	\$24,132.22
							\$117,044.62

TOTAL PERSONNEL

OPERATING EXPENSES

1st Qtr. (7/1/19-9/30/19)

Expense	Cost	# FTE's	# of months	Total
Printing & Office Supplies	\$50.00	8		\$400.00
Desk Phones	\$30.00	4	3	\$360.00
Cell Phones & Mobile Wi-Fi	\$86.00	7	3	\$1,806.00
Mileage - Nurses (500/month @ .58/mile)	\$290.00	4	3	\$3,480.00
Mileage - Management & Support Staff (100/month @ .58/mile)	\$58.00	4	3	\$696.00
Workshops & Webinars (RN's only)	\$250.00	2		\$500.00
Educational Materials for Clients	\$250.00	4		\$1,000.00
Miscellaneous Supplies	\$1,500.00	1		\$1,500.00
				\$9,742.00

TOTAL OPERATING EXPENSES

TOTAL PERSONNEL & OPERATING EXPENSES

\$126,786.62

Duke Endowment - Family Connects

PERSONNEL

3rd Qtr. (10/1/19-12/31/19)

Employee	Salary	Fringe	Subtotal	Payperiods	# of FTE's	Longevity	Totals
Nurse Specialist II	\$2,134.87	\$707.52	\$2,842.39	6	1	\$0	\$17,054.34
Nursing Services Supervisor	\$2,353.67	\$751.32	\$3,104.99	6	1	\$0	\$18,629.94
Senior Office Specialist	\$1,310.36	\$539.17	\$1,849.53	6	1	\$0	\$11,097.18
Community Health Consultant	\$1,667.15	\$737.04	\$2,404.19	6	1	\$0	\$14,425.14
Nurse Specialist I	\$2,032.71	\$687.07	\$2,719.78	6	2	\$0	\$32,637.36
Nurse Specialist I - Jennifer Roberts	\$2,175.81	\$896.29	\$3,072.10	6	1	\$0	\$18,432.60
Nurse Specialist I - Martha Cox	\$2,570.00	\$877.46	\$3,447.46	6	1	\$1,200	\$21,884.76
							<u><u>\$134,161.32</u></u> TOTAL PERSONNEL

OPERATING EXPENSES

3rd Qtr. (10/1/19-12/31/19)

Expense	Cost	# FTE's	# of months	Total
Printing & Office Supplies	\$50.00	8		\$400.00
Desk Phones	\$30.00	4	3	\$360.00
Cell Phones & Mobile Wi-Fi	\$86.00	7	3	\$1,806.00
Mileage - Nurses (500/month @ .58/mile)	\$290.00	4	3	\$3,480.00
Mileage - Management & Support Staff (100/month @ .58/mile)	\$58.00	4	3	\$696.00
Workshops & Webinars (RN's only)	\$250.00	2		\$500.00
Educational Materials for Clients	\$250.00	4		\$1,000.00
Miscellaneous Supplies	\$1,500.00	1		\$1,500.00
				<u><u>\$9,742.00</u></u> TOTAL OPERATING EXPENSES

TOTAL PERSONNEL & OPERATING EXPENSES\$143,903.32

TOTAL QUARTERLY PROJECTIONS	PERSONNEL	OPERATING	TOTAL
1st Qtr. (4/1/19-6/30/19)	\$61,207.00	\$11,830.00	\$73,037.00
2nd Qtr. (7/1/19-9/30/19)	\$117,045.00	\$9,742.00	\$126,787.00
3rd Qtr. (10/1/19-12/31/19)	\$134,161.00	\$9,742.00	\$143,903.00
TOTAL COST FOR 4/1/19-12/31/19			\$343,727.00

Financial Report

Appendix D

Subcontract # _____ Period of Subcontract _____

Amount: _____ Federal Tax ID # or E Identification # _____

Subcontractor's Name as it appears on invoices: _____ _____ _____ _____ _____	Subcontractor's financial contact: Name: _____ Title: _____ Telephone No.: _____ Fax No.: _____ email address: _____
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FINANCIAL REPORT #: _____ Reporting Period _____
If final report check here: _____

Program Income was generated by contract-supported activities? ☐ NO ☐ YES
(If yes, please attach appropriate records.)

BUDGET CATEGORY (as indicated in approved budget)	APPROVED BUDGET	CURRENT PERIOD ACTUAL EXPENDITURES	CUMULATIVE TO DATE ACTUAL EXPENDITURES
Salaries and Wages			
Fringe Benefits			
Materials & Supplies			
Travel			
Consultant Fees			
Capital Equipment			
Other Direct Costs			
TOTAL DIRECT COSTS	\$ -	\$ -	\$ -
Indirect Costs @ ____%			
Less Program Income			
TOTAL COSTS	\$ -	\$ -	\$ -

CERTIFICATION BY SUBCONTRACTOR

I hereby certify to the best of my knowledge that the expenditures reported above are for appropriate purposes and in accordance with the terms of the above cited Subcontract.

Name and Signature (Authorized Official)

Date

Submit 1 original and 2 copies of the report to:

Subcontract Manager
Office of Sponsored Programs
Duke University
2200 W. Main St., Ste. 300
Durham, NC 27705
ospsubcontractmgmt@duke.edu

GENERAL TERMS AND CONDITIONS
FOR GRANTS MADE BY
THE DUKE ENDOWMENT

These General Terms and Conditions are expressly incorporated by reference in the Grant Agreement between The Duke Endowment (the "Endowment") and the Grantee identified in that Grant Agreement and are effective as if set forth in full in that Grant Agreement.

1. **Use of Funds.** The funds provided to Grantee by the Endowment under the terms of the Grant Agreement are for the express purpose or project described in the Grant Agreement, shall be exclusively so used by Grantee, and shall be so designated on the books and records of Grantee.
2. **Tax Status.** By executing and delivering the Grant Agreement to the Endowment, Grantee represents and certifies to the Endowment that (i) it is either a charitable organization described in sections 501(c)(3) and 509(a)(1), (2) or (3) of the Internal Revenue Code of 1986, as amended (the "Code"), or a governmental entity described in Code section 170(c)(1); (ii) no person or organization has advised Grantee that it is in jeopardy of ceasing to be so described; (iii) receipt of the grant funds from the Endowment will not adversely affect its tax status; and (iv) Grantee will inform the Endowment immediately in writing of any change in its tax status. Grantee (other than a governmental entity described in Code section 170(c)(1)) shall have submitted to the Endowment a determination or confirmation letter from the Internal Revenue Service which states that Grantee is described in Code sections 501(c)(3) and 509(a)(1), (2) or (3). In its sole discretion, the Endowment may request that Grantee provide a more current letter than that presented by Grantee. Unless waived in writing by the Endowment, Grantee must have furnished to the Endowment a photocopy of such a letter before any payment will be made to Grantee under the Grant Agreement. If Grantee is a Type I, II or III supporting organization under Code section 509(a)(3), additional certifications will be required. Furthermore, if Grantee is a Type III supporting organization, Grantee represents and certifies that it is a functionally integrated Type III supporting organization under the Code.
3. **Termination by Grantee's Breach.** Notwithstanding anything to the contrary stated herein or in the Grant Agreement, the Grant Agreement shall terminate and all disbursements or expenditures to or by Grantee of the grant funds shall cease if (i) any of the representations or certifications contained in the information submitted by Grantee during the grant application process (the "Grant Request") or the Grant Agreement shall cease to be correct; (ii) Grantee shall fail to perform any of the terms of the Grant Request, the Grant Agreement or any of the requirements of the Endowment; (iii) Grantee shall become insolvent or, in the opinion of the Endowment, otherwise become unable or unwilling to honor the Grantee's obligations in the Grant Request or the Grant Agreement; or (iv) Grantee shall cease active operations. In such events, Grantee shall return immediately any unexpended portion of the grant to the Endowment and shall have no further right or claim to such funds. In addition to all other remedies available to the Endowment in such event, Grantee agrees that it will reimburse the Endowment for its attorneys', accountants' and auditors' fees and expenses and the expenses of judicial and administrative action.
4. **Prohibited Uses.** Grantee will not use any portion of the grant funds provided to it by the Endowment or any of the data, analyses or other information produced utilizing the grant funds, directly or indirectly:
 - (a) to produce literature or any other form of propaganda of any nature or kind, to campaign or otherwise to attempt to influence legislation within the meaning of the Code or other federal or state laws proscribing such activities by charitable organizations, or
 - (b) to attempt to influence the outcome of any election or to conduct or sponsor any voter registration drive within the meaning of the Code or other federal or state laws proscribing such activities by charitable organizations.
5. **Reports.** Grantee shall make interim and final reports to the Endowment setting forth in sufficient detail its progress towards achieving the grant's outcomes and expenditures. Reports should include information about evidence of success, any lessons learned, actual expenses incurred, encumbrances, unexpended balance of funds available, and other relevant facts, and shall retain in its files the supporting documentation for such reports for at least four (4) years following completion of the project or program.
6. **Unexpended Funds.** Any principal portion of the grant funds remaining unexpended at the end of the project described in the Grant Agreement shall be returned to the Endowment, and Grantee shall have no right or claim to any unexpended grant funds returned to the Endowment, except as may otherwise be approved in writing by the Endowment.
7. **Repayment by Grantee.** If, at any time within twelve (12) months, in the case of a grant for operating expenses, or within sixty (60) months, in the case of a grant for capital expenditures, after the date of the disbursement by the Endowment of the grant funds appropriated to Grantee under the Grant Agreement, (i) Grantee sells, exchanges, leases or otherwise transfers for

cash, a promissory note, an ownership interest or other valuable consideration more than fifty percent (50%) of its assets, or transfers control of more than fifty percent (50%) of the voting authority of Grantee's governing body, to an organization (or to one or more directors, officers, partners, employees or agents of an organization) that is not, at the time of such transaction or transfer of voting authority, a governmental entity or a nonprofit organization described in section 501(c)(3) of the Code eligible to receive Endowment funds, or a partnership, joint venture or limited liability company composed exclusively of such entities; or (ii) Grantee changes its form of organization to that of a for-profit or business corporation, partnership, limited liability company or other entity; or (iii) Grantee changes its operating purpose or method (whether or not such purpose or method is nonprofit or for-profit), Grantee shall, within ten (10) days after the date of such transaction or change of form, repay to the Endowment, in cash, an amount equal to the total grant funds appropriated and paid to Grantee under the Grant Agreement and not previously repaid to the Endowment by Grantee.

8. **Audit by the Endowment; Recovery.** The Endowment reserves the right to audit or have audited at its own expense the books and records of Grantee insofar as such records relate to the disposition of the funds appropriated to Grantee by the Endowment, and Grantee agrees to provide all necessary assistance in connection therewith. Should the audit reveal, in the opinion of the Endowment, irregularities in the disposition of funds appropriated to Grantee, the Endowment reserves the right to pursue any and all remedies available to it, including, but not limited to, the recovery of legal, accounting and auditing fees and expenses and the expenses of judicial and administrative action.
9. **Prohibited Benefits.** None of the grant funds provided to Grantee by the Endowment may be used by Grantee to make any gift or other payment to a Trustee or employee of the Endowment, other than a payment of reasonable compensation to such person for personal services rendered or goods provided by such person to Grantee in carrying out the activities of Grantee. The Endowment and Grantee expressly acknowledge that the appropriation made by the Endowment to Grantee in the Grant Agreement has not been influenced by or conditioned upon the making of any such compensatory payments to anyone by Grantee.
10. **Evaluation.** Grantee will cooperate with the Endowment in undertaking an evaluation of evidence of success and the use of the grants funds appropriated in the Grant Agreement, including, without limitation, allowing Trustees, employees or agents of the Endowment to inspect the premises and/or books and records of Grantee.
11. **Public Information.** Grantee will allow the Endowment to review and approve the text of any proposed publicity concerning this grant prior to its release. The Endowment may, in its sole and absolute discretion, release to the public through any means and at any time information related to this grant and its grantmaking activities, including but not limited to the grant amount, the Grantee's name and address, the purpose of the grant, and any evaluation of the Grantee or of the uses of grant funds.
12. **Governmental Action.** If any law, regulation or order now or hereafter in effect shall render any provision of the Grant Agreement void, unenforceable or unlawful, or subject the Endowment to any tax or penalty, either party may terminate the Grant Agreement forthwith by a written notice. Immediately upon such termination, all further disbursement or expenditure of the grant funds shall cease, and Grantee shall (i) return any unexpended portion of the grant funds to the Endowment and (ii) have no further right or claim to such funds or appropriations.
13. **No Waiver.** No waiver by any party of any of the covenants, agreements or obligations contained herein or in the Grant Agreement shall be construed as a waiver of any succeeding breach thereof, and no delay or omission on the part of any party to the Grant Agreement to exercise any rights acquired through the default of any other party shall be construed as a waiver of, or impair such right.
14. **Exclusive Commitment.** Grantee acknowledges and agrees that the Endowment has no further obligation to Grantee beyond that stated in the Grant Agreement, without regard to the adequacy, or inadequacy, of the grant funds for the completion of the program or project described therein.
15. **Governing Law.** The Grant Agreement shall be interpreted in accordance with the laws of the State of North Carolina, and the Endowment shall be entitled to specific performance of any provision of the Grant Agreement because of the inadequacy of monetary damages for a charitable funding organization like the Endowment.
16. **Captions.** Captions of paragraphs used herein are for convenience of reference only and shall not be used to modify or alter the express terms and conditions set forth in this document.