

GUILFORD COUNTY CONTRACT NO. 90005848

**Moses Cone-Wesley Long Community
Health Foundation, Inc.**

**FY 2024 Grant
Agreement**

Organization (Grantee) Name: Guilford County, on behalf of its Department of Health and Human Services, Division of Public Health

Primary Contact: Vonda Pabon (C: Latanya Pender & Pam Lough)

Project Title: JustTEENS Clinic Initiative

Project ID/Reference #: ID# 1637.05 / Ref #614

Amount Approved: \$148,323

Grant Year: 10/1/2023 – 9/30/2024

Program Officer: Sandra Welch Boren

A. Grantee hereby agrees:

- (1) to return any unexpended grant funds remaining at the conclusion of the project period;
- (2) that this grant may only be used for the project identified above, as described in the Grantee's proposal and related correspondence, and may not be expended for any other purposes without Cone Health Foundation's (the Foundation) prior written approval;
- (3) to repay any portion of the amount granted which is not used for the purpose of the grant set forth in the Grantee's proposal and related correspondence;
- (4) to submit full and complete Progress and Financial reports on the manner in which the funds were spent and the progress made in accomplishing the purpose of the grant (**see section D for reporting requirements**);
- (5) to maintain records of receipts and expenditures adequate to verify the use of this grant and to make its books and records available to the Foundation for up to three years following the completion of the grant;
- (6) to notify the Foundation immediately if any changes occur which could lead to a change in the Grantee's tax-exempt status or public charity classification, and to repay the Foundation any unspent grant funds if the Grantee's tax exempt-status is revoked or ceases to be a public charity;
- (7) to notify the Foundation if any changes occur in the program or project for which funding is given, as specifically set out in the original grant application (inclusive of all subsequent addendums);
- (8) to fully cooperate with a representative of the Foundation in evaluating the effectiveness of the use of funds awarded, if requested.
- (9) Requirement for Access to Care and Substance Use/Mental Health Disorders Grants Only: to submit required data reports to the Foundation's outside evaluator on a quarterly basis.
- (10) to notify the Foundation immediately of any significant development which affects the Grantee organization or the purpose for which this grant is given, including leadership, governing structure, staffing, mission and objectives;
- (11) to utilize the grant's proceeds only for charitable and educational activities consistent with its tax-exempt status. Without limiting the generality of the preceding sentence, Grantee will not engage in any lobbying not permitted by section 501(c)(3) of the Internal Revenue Code (IRC), or, if applicable, IRC sections 501(h) and 4911.
- (12) not to use the grant funds for any purpose that violates any law applicable to Grantee at the time of such use.

B. Right to Modify or Revoke:

The Foundation may modify, suspend, or discontinue any payment of Grant Funds or terminate this Agreement if: (a) the Foundation is not reasonably satisfied with progress on the Project; (b) there are significant changes to the Grantee’s leadership or other factors that the Foundation reasonably believes may threaten the Project’s success; (c) the Grantee fails to comply with this Agreement.

The Foundation reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds if, in the Foundation’s sole discretion, such action is necessary: (1) because the Grantee has not fully complied with the terms and conditions of this grant; (2) to comply with any law or regulation applicable to the Grantee, to the Foundation or to this grant.

If the Foundation does not receive signed copies of this grant agreement by the due date listed below, this grant may be revoked.

C. Contingent Grants

Sometimes funding is approved for multiple years, with future year payments contingent on program performance and availability of Foundation funding consistent with the Foundation’s practices and policies. **While the Foundation anticipates continuing the funding through the approval period, the Foundation reserves the right to discontinue funding.** Where possible, the Foundation will give advance notice of the decision to discontinue funding, so that the Grantee has sufficient time to plan for the future.

D. Reporting Requirements

The Foundation reserves the right to withhold funding when the Grantee is not in compliance with these reporting requirements:

- The Foundation requests progress and financial reports relative to the above project according to the following schedule. The reports are an extension of the application itself to show the progress anticipated, and the progress made at the time of the report.

Report Type	Due Date
Signed Grant Agreement	9/30/2023
Progress & Financial Reports for 6-months Ending 3/31/2024	4/29/2024
Progress & Financial Reports for Year Ending 9/30/2024	10/28/2024

- The Foundation expects to receive online submissions of Progress and Financial reports, submitted through Blackbaud Grantmaking (formerly GIFTS Online), the Foundation’s grantmaking software. It is the responsibility of the Grantee to confirm that the Foundation has received the reports by the dates specified.
- Progress and Financial Report forms are accessed on the Foundation’s grantmaking portal (this is the website where the grant application was completed).
- Progress reports should be completed online, with each question answered and appropriate attachments included.
- Financial reports should also be completed online, with the report showing actual expenditures relative to the approved grant amount. If the Foundation has any questions or concerns regarding the Grantee’s financial report, we reserve the right to audit the Grantee’s records to ensure our funds are being spent according to the award agreement.
- The Grantee is permitted to amend the approved grant budget, meaning move funds from one major category to another, up to 10%. However, budget amendments in excess of 10% require prior approval from the Foundation.

E. Payment Schedule

- Payment for the grant will be made according to the schedule below unless other arrangements are made with the Foundation.

Payment Amount	Payment Date
\$148,323	10/24/2023

F. Grantee Contact

- The Primary Contact for this grant is listed on the first page of this Grant Agreement. All information related to this grant, including progress report notices, letters, payments, and information requests, will be sent to this individual directly. It is the responsibility of the Primary Contact to provide others within the Grantee organization with any information they may need.
- If you would like someone else to be considered the Primary Contact, or the contact changes in the future, please complete a Modification Request form and submit it to the Foundation. These forms are available for download from the Grantee Section of the Foundation’s website at www.conehealthfoundation.com.

G. Grant Modification Requests

- In the event that you need to make a modification to your grant, a Modification Request form should be completed and submitted to the Foundation for approval. These forms are available for download from the Grantee Section of our website at www.conehealthfoundation.com.
- Modification requests include changes to the project objectives, grant extensions, progress report due dates, payment dates, budget modifications, and staff changes.

H. Public Statements by the Grantee

- The Grantee shall not make or publish any announcement, statement, release, or publication about this grant without first having obtained the review and approval of the Foundation as to the form, content, medium, and timing of such a statement. In drafting any such statement for the Foundation’s review, the Grantee shall comply with the following guidelines:
 1. The Foundation should be named in the first paragraph.
 2. The following description of the Foundation should be included in the announcement: *Cone Health Foundation eliminates health inequities by advocating for and investing in community driven solutions.*
 3. The Grantee shall not conduct a news conference about this grant except in coordination with the Foundation.

I. Public Information

The Foundation reserves the right to announce this grant publicly in a manner and at a time of its choosing. The Foundation may include information on this grant in its periodic reports.

J. Acceptance of award

- The terms and conditions of this grant agreement have been read, are understood, and are accepted.
- Please print the agreement and sign as indicated below; then scan the entire agreement and email to vicki.walker@conehealth.com. Keep the original document for your records.
- If you have questions regarding the requirements outlined in this grant agreement, please contact Sandra Welch Boren at (336) 890-4510.

The undersigned is an authorized officer of the Grantee organization and, as such, is authorized to accept this grant on behalf of the Grantee, to obligate the Grantee to observe all terms and conditions placed on this grant, and agrees to comply with the above stated guidelines.

It is understood that by signing this agreement, the Grantee confirms that there has been no change in its qualification as an organization exempt from income taxation pursuant to section 501(c)(3) of the Internal Revenue Code.

NAME OF ORGANIZATION: GUILFORD COUNTY, ON BEHALF OF ITS DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF PUBLIC HEALTH

BY (signature of authorized person): _____ TITLE: Assistant Guilford County Manager

PRINTED NAME: VICTOR ISLER DATE _____

ATTEST:

**BY: _____
Robin B. Keller, Guilford County
Clerk to the Board**

Date

**By: _____
Dr. Iulia Vann
Department Director / Designee**

Date