

Research Subcontract

No. 2271-45501-11000001454 ("Subcontract")

Under The Duke Endowment ("Prime Sponsor") Prime Contract No. 7122-SP ("Prime Contract")

This Subcontract is entered into between the Prime Contractor and Subcontractor named below for the performance of a portion of the Scope of Work originally awarded to the Prime Contractor. The parties agree to the following terms and conditions:

Prime Contractor ("Contractor") Name: Wake Forest University Health Sciences Address: Medical Center Blvd Winston Salem, NC 27157 DUNS: 937727907	Subcontractor ("Subcontractor") Name: County of Guilford Address: 301 West Market Street Greensboro, NC 27401 DUNS:
Prime Contractor PI Name: Leigh Venable	Subcontractor PI Name: Heather Schaffer
Subcontract Period of Performance: Budget Period: From: 1/1/2024 Through:12/31/2024 Total Project Period: From: 1/1/2024 Through:12/31/2028	Contract Value: Funding This Action: \$102,500.00 Total Funding to Date: \$175,423.00
Subcontract Type: Fixed Price	Anticipated Total Contract Value: \$175,423.00 Automatic Carryover: yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Project Title: Healthy Carolinas Coalition

- Subcontractor's Work:** Subcontractor shall supply all personnel, equipment, and materials necessary to accomplish the tasks set forth in Attachment 4, "Subcontractor Statement of Work and Reporting Requirements," which is hereby made part of this Subcontract. **Limitation on Price:** Contractor is not liable for any payment in excess of the amount listed above as "Total Funding to Date" without prior written authorization from Prime Sponsor. Attachment 5, "Payment Schedule," is hereby made part of this Subcontract.
- Payment:** Contractor shall pay Subcontractor in accordance with the payment schedule shown in Attachment 5. All invoices shall be submitted using Subcontractor's standard invoice, but at a minimum shall include milestone/deliverable, payment amount, Subcontract number, and certification as to truth and accuracy of invoice. *Invoices that do not reference Subcontract Number may be returned to Subcontractor.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Administrative Contact, as shown in Attachments 3A and 3B. Contractor reserves the right to reject an invoice.
- Incorporation of Prime Contract:** In the performance of Subcontractor's Work, all applicable terms and conditions of Attachment 6, "Prime Contract Terms and Conditions," are hereby made part of this Subcontract.
- Substantive Changes:** Substantive changes made to this Subaward Agreement require the written approval of each party's Authorized Official as shown in Attachments 3A and 3B. The Contractor may issue non-substantive changes to the Period of Performance and budget (check one): Bilaterally, or Unilaterally. Unilateral modifications shall be considered valid 14 days after receipt unless otherwise indicated by Subcontractor.
- Entire Agreement:** This Subcontract constitutes the entire agreement between the Parties regarding the subject matter herein. Unless otherwise provided for in Attachment 2, any modification to this Subcontract shall be made in writing and must be signed by an authorized representative of each Party.

Attachment 1**Research Subcontract****Certifications and Assurances**

By signing this Research Subcontract ("Subcontract"), the Authorized Official of Subcontractor certifies, to the best of his/her knowledge and belief, that:

Certification Regarding Lobbying

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subcontractor shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the Pass-through Entity.
- 3) The Subcontractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subcontractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

Subcontractor certifies by signing this Subaward Agreement that neither it nor any individual participating in this Subaward is presently debarred, suspended, declared ineligible or voluntarily excluded from participation in this research Study by any federal department or agency.

Audit and Access to Records

Subcontractor certifies by signing this Subaward Agreement that it complies with the Uniform Guidance, will provide notice of the completion of required audits and any adverse findings which impact this Subaward Agreement as required by parts 200.501- 200.521, and will provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable.

Attachment 2

Research Subcontract

Special Terms and Conditions

General Terms and Conditions:

1. **Independent Contractor.** The Subcontractor is engaged as an independent contractor. Nothing in the Subcontract is intended to, or shall be deemed to, constitute a partnership or joint venture between the parties. No party has the authority to bind any other party in contract or to incur any debts or obligations on behalf of any other party, and no party (including any employee or other representative of a party with responsibility for program matters) shall take any action that attempts or purports to bind any other party in contract or to incur any debts or obligations on behalf of any other party, without the affected party's prior written approval.
2. **Human Subjects.** During the course of this project, should the use of experimental human subjects become involved, Subcontractor agrees to comply with the federal regulations governing the protection of human research subjects, 45 CFR Part 46. Copies of supporting and approved materials shall be sent to the Administrative Contact as identified in Attachment 3A. In the event that either party comes into contact with any subject's medical records, such party shall comply with all foreign and U.S. federal and state laws and regulations applicable to them relating to the confidentiality and security of personal and medical data, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder, as they may be amended from time to time ("HIPAA"), and any other laws and/or regulations relating to the maintenance, use, transmission or other activity concerning patient records and confidentiality of personal and medical data.
3. **Lab Animals.** During the course of this project, should the use of laboratory animals become involved, Subcontractor agrees to comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544) as amended (P.L. 91-579, P.L. 94-279, and P.L. 99-198) 7 U.S.C. 2131 et. seq. and any subsequent or applicable amendment, addendum, or revision. Subcontractor will provide Contractor copies of their supporting and approved materials for use of laboratory animals under this agreement. Copies of supporting and approved materials shall be sent to the Administrative Contact as identified in Attachment 3A.
4. **Key Personnel.** If for any reason the Subcontractor Principal Investigator as indicated in Attachment 3B (or personnel considered essential for the work) is unavailable to direct the performance of the work under this Subaward Agreement, Subcontractor shall notify Contractor. If the parties are unable to identify a mutually acceptable successor, this Subaward Agreement may be terminated by either party as outlined in the Termination Section of this Agreement.
5. **Publicity/Use of Name.** Neither party may use the name, trademark, logo, symbol, or other image or trade name of the other party or its employees, students and agents in any advertisement, promotion, or other form of publicity or news release or that in any way implies endorsement without the prior written approval of an authorized representative of the party whose name is being used. Such approval will not be unreasonably withheld. Subcontractor will acknowledge the Prime Sponsor's and Contractor's support, including but not limited to financial support as may be required by academic journals, professional societies, funding agencies, and applicable regulations. Notwithstanding the above, Subcontractor shall have the right to use Contractor's name, the Study Title, the Period of Performance, and Funding Amount for internal reporting purposes and as required by law or sponsor guidelines.

6. Publication. Each party shall have the right to publish and disseminate information derived from the performance of work under this Subcontract except any and all confidential information shall remain confidential and shall not be published or disseminated. Qualification for authorship shall be in keeping with generally accepted criteria. Subcontractor shall provide Contractor with a copy of any proposed publication for review and comment at least thirty (30) days prior to submission.
7. Intellectual Property. The determination of rights in ownership and disposition of inventions, discoveries, or patents resulting from the performance of the Statement of Work ("Subject Inventions") and the administration of patents will be in accordance with 37 CFR 401 and the terms of this Subcontract. Subcontractor agrees to comply with regulations regarding inventions pursuant to 37 CFR Part 401. Disposition of any copyrights or any copyrightable material created by Subcontractor in performance of the Statement of Work will be determined by the policy of the Subcontractor. Any copyrighted materials are subject to a royalty-free non-exclusive and irrevocable license to the Contractor and Awarding Agency to reproduce, publish or otherwise use the copyrighted material for noncommercial purposes and to authorize others to do so for noncommercial purposes. Subcontractor shall own the data it generates under this Subcontract. Subcontractor hereby grants to Contractor the right to receive copies of such data and to use data created as provided in the Statement of Work for the purpose of education and research or to the extent required to meet Contractor's obligations under its Prime Contract. Subcontractor acknowledges the rights of the Awarding Agency to use such data.
8. Liability. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES OR FOR LOST PROFITS.
9. Confidentiality. It is anticipated that in the performance of this Agreement, the parties may need to disclose information which is considered confidential. "Confidential Information" refers to information of any kind which is disclosed by one party, "the Disclosing Party", to the other party, "the Receiving Party", for purposes of conducting the Study which:
 - a) by appropriate marking, is identified as confidential and proprietary at the time of disclosure;
 - b) if disclosed orally, is identified in a marked writing within thirty (30) days as being confidential; or
 - c) parties will make reasonable efforts to mark Confidential Information as stated in (a) and (b) above. The obligation of non-disclosure will not apply to any part of the information that:
 - a) Is already known to Receiving Party prior to the effective date, as evidenced by Receiving Party's records;
 - b) Becomes publicly known without the wrongful act or breach of this Agreement by Receiving Party;
 - c) Has been or is disclosed to Receiving Party by a third party who was not, or is not, under any obligation of confidence or secrecy to Disclosing Party at the time third party discloses to Receiving Party, or has the legal right to do so;
 - d) is developed independently by employees of Receiving Party who had no access to or knowledge of the Information, as evidenced by Receiving Party's records;
 - e) is approved for release by written authorization of the Disclosing Party;
 - f) is required to be disclosed by law or governmental regulation or to any governmental entity with jurisdiction, provided Receiving Party promptly notifies Disclosing Party, if reasonably practical or possible, in writing of such lawful disclosure

Subject to Publication Section, parties agree, for a period of three (3) years following the termination or expiration of this Subaward Agreement, to use reasonable efforts, no less than the protection given their own confidential information, to use Confidential Information received in accordance with this Section.

10. Insurance. Subcontractor represents that it carries sufficient insurance coverage to comply with the requirements of federal, state and local laws as well as its obligations under this Subcontract.

11. Termination. Either party may terminate this Subaward Agreement with thirty (30) business days written notice. This Study may be suspended or terminated in whole or in part immediately if the Subcontractor fails to comply with the terms and conditions of the award; or at any time for any reason by the Subcontractor or Contractor when, in their judgment or that of the Principal Investigator, Subcontractor Principal Investigator, the Contractor's IRB, the Subcontractor's IRB, Scientific Review Committee, if applicable, or the Awarding Agency, it is determined to be inappropriate, impractical, or inadvisable to continue. This study may be terminated or suspended immediately in whole or in part in the event that the Awarding Agency reduces or terminates funding for the prime award.
12. Warranty. Neither party makes any warranty, express or implied, including, without limitation, any implied warranty of merchantability or any implied warranty of fitness for a particular purpose with respect to any research activity or article supplied by it or its Principal Investigator in connection with this Protocol, nor with respect to any patent, trademark, know-how, tangible research property, information or data provided to the other party hereunder, and each party hereby disclaims the same.
13. Assignment. Neither party may assign this Subcontract or any interest therein without the written consent of the other party.
14. Disputes. The parties shall attempt to resolve all disputes through informal means. Each party agrees that, prior to resorting to litigation to resolve any dispute, it will confer with the other party to determine whether other procedures that are less expensive or less time consuming can be adopted to resolve the dispute.
15. Severability. If any provision of this Subcontract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Subcontract which can be given effect without the invalid provision, and to this end the provisions of this Subcontract are declared to be severable.
16. Integration. This Subcontract and Attachments contain the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written Subcontract shall be valid or binding; and this Subcontract may not be enlarged, modified, or altered except in writing signed by the parties.
17. Waiver. No waiver of any term or provision of this Subcontract whether by conduct or otherwise in any one or more instances shall be deemed to be, or construed as, a further or continuing waiver of any such term or provision, or of any other term or provision, of this Subcontract.
18. Amendments. Except as expressly set forth in this section, no subsequent amendment, modification or addition to this Subcontract will be binding upon the parties hereto unless reduced to writing and signed by the respective authorized representatives of Contractor and Subcontractor.
19. Counterparts. This Subcontract may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties agree that a party's signature on this Subcontract that is exchanged by portable document format (PDF) or facsimile shall have the effect of original signature of the party for all purposes.

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:
2271-45501-1100000145

PTE Information

Entity Name: Wake Forest University Health Sciences

Legal Address: Medical Center Blvd
Winston Salem, NC 27157

Website: wakehealth.edu

PTE Contacts

Central Email: subawards@wakehealth.edu

Principal Investigator Name: Leigh A. Venable
 Email: Leigh.Venable@wakehealth.edu Telephone Number: 336-716-2382

Administrative Contact Name: Antwan M. Williams
 Email: antwill@wakehealth.edu Telephone Number: 336-716-2382

COI Contact email (if different to above): tanderso@wakehealth.edu

Financial Contact Name: Sara Stanley, Associate Vice President & Assistant Dean for Sponsored Programs
 Email: postaward@wakehealth.edu Telephone Number: 336-716-2382

Email invoices? Yes No Invoice email (if different):

Authorized Official Name: Sara Stanley, Associate Vice President & Assistant Dean for Sponsored Programs
 Email: postaward@wakehealth.edu Telephone Number: 336-716-2382

PI Address:

Medical Center Blvd Winston
Salem, NC 27157

Administrative Address:

Office of Sponsored Programs Medical
Center Blvd
Winston Salem, NC 27157

Invoice Address:

Office of Sponsored Programs Medical
Center Blvd
Winston Salem, NC 27157

Attachment 3B**Research Subaward Agreement
Subrecipient Contacts**

Subaward Number:

2271-45501-11000001454

Subrecipient Information for [FFATA](#) reportingEntity's UEI/DUNS Name: EIN No.: Institution Type: UEI / DUNS: Currently registered in SAM.gov: Yes NoParent UEI / DUNS: Exempt from reporting executive compensation: Yes No
(if no, complete 3B pg2)**Place of Performance Information for FFATA reporting**

Physical Address, City, State (if U.S.) and Country:

U.S. Entities only (insert information for Place of Performance):Congressional District: Zip Code+4: [Zip Code Look-up](#)**Subrecipient Contacts**Central Email: Website: Principal Investigator Name: Email: Telephone Number: Administrative Contact Name: Email: Telephone Number: Financial Contact Name: Email: Telephone Number: Invoice Email: Authorized Official Name: Email: Telephone Number: **Legal Address:****Administrative Address:****Payment Address:**

Guilford County
3309 Burlington Road
Greensboro NC 27405

FDP 3B.1 JAN 2020

Attachment 3B-2
Highest Compensated Officers

Subaward Number:

2271-45501-11000001454

Subrecipient:

Institution Name:

PI Name:

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Attachment 5

Statement of Work, Cost Sharing, Indirects & Budget

Subaward Number:

2271-45501-11000001454

Statement of Work

Below Attached, pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

The Project Director will serve as the project's primary contact and liaison with The Duke Endowment to manage technical assistance and reporting. The Director will coordinate the Healthy Guilford Coalition day-to-day, working with the core planning group, broader coalition members and community members. This person will organize, facilitate, and staff meetings that will advance the work of the Coalition. The Director will ensure the use of the Collective Impact framework. Working with the planning group and the broader Coalition, the Director will set work/task objectives for the Coalition and monitor progress. The person is a leader with skills to mobilize support and endure commitment among the collective, resulting in improved health.

Timeline: 1/1/24 -12/31/24

Budget Information

<p>Indirect Information Indirect Cost Rate (IDC) Applied <input type="text" value="0"/> %</p> <p>Rate Type: <input type="text" value="Modified Total Direct Costs"/></p>	<p>Cost Sharing <input type="text" value="No"/></p> <p>If Yes, include Amount: \$ <input type="text" value=""/></p>
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Budget Details Below Attached, pages

Budget: ~~\$102,500.00~~
 for the 1.0 FTE Project Director to be hired/employed by the County of Guilford
 \$1,000 for travel reimbursement
 \$0 F&A allowed

Budget Notes:
 -The Project Director will serve as the project's primary contact and liaison with The Duke Endowment to manage technical assistance and reporting. The Director will coordinate the Healthy Guilford Coalition day-to-day, working with the core planning group, broader coalition members and community members. This person will organize, facilitate, and staff meetings that will advance the work of the Coalition. The Director will ensure the use of the Collective Impact framework. Working with the planning group and the broader Coalition, the Director will set work/task objectives for the Coalition and monitor progress. The person is a leader with skills to mobilize support and endure commitment among the collective, resulting in improved health.

-Reimbursement for Project Director travel expenses related to Healthy Guilford Coalition

Budget Totals

Direct Costs	\$	<input type="text" value="102,500.00"/>
Indirect Costs	\$	<input type="text" value="0.00"/>
Total Costs	\$	<input type="text" value="102,500.00"/>

All amounts are in United States Dollars

Subaward Number:

2271-45501-11000001454

Attachment 6

Notice of Award (NOA) and any additional documents

- The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.
- Not incorporating the NOA or any additional documentation to this Subaward.

GUILFORD COUNTY CONTRACT NO. XXXXXXXX

Subaward Number:

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

Contractor Signature

Subcontractor Signature

By: Michele Gordon
Name: Michele Gordon
Title: Director of Research - Contracts
Date: 5/30/2024
SUB00002271 *AMW*

DocuSigned by:
By: Eriss Dunston
Name: Eriss Dunston
Title: Assistant Guilford County Manager
Date: 5/28/2024 | 9:41 PM EDT

ATTEST:

DocuSigned by:
By: Robin B Keller
Name: Robin B. Keller
Title: Guilford County Clerk to Board
Date: 5/29/2024 | 7:56 AM EDT

DocuSigned by:
By: Heather Schaffer
Name: Heather Schaffer
Title: Guilford County Department Director/Designee
Date: 5/28/2024 | 1:11 PM EDT