

**SUBAWARD AGREEMENT  
BETWEEN  
Positive Childhood Alliance North Carolina Inc. (PCANC)  
AND  
Durham County Cooperative Extension  
EIN: 56-000297**

This is a Subaward agreement under a federal assistance grant between the **Positive Childhood Alliance North Carolina, Inc. (“PCANC”)**, a non-profit corporation organized under the laws of the State of North Carolina and registered as a non-profit corporation in the State of North Carolina, and **Durham County Cooperative Extension (“Sub-grantee”)**.

The total project cost of this Subaward will not exceed **\$50,000.00** and will be billed to PCANC by the Sub-grantee on a reimbursement basis no more than monthly.

**A. PURPOSE OF THE SUB-GRANT**

- A.1 The purpose of this award (“Sub-grant”) to the Sub-grantee is to fund the provisions to implement additional or expand current family support programs and services under the **Family Resource Center Organizational Capacity Building** project.
- A.2 This Sub-grant is issued to the Sub-grantee on the expressed condition that project activities and funds will be carried-out and administered in accordance with the terms and conditions as hereby set forth in this agreement, and all its attachments. All attachments and appendices are incorporated herein and made a part of this Sub-grant Agreement.

**B. PERIOD OF SUB-GRANT AGREEMENT**

- B.1 This contract shall be effective on 9/1/2024 and shall terminate on 6/30/2025.
- B.2 All expenditures made with funds provided under this Sub-grant shall be for allowable program expenditures incurred during the period of this sub-grant.

**C. ORIGINATING SOURCE OF FUNDING**

- C.1 The originating source of these Federal assistance grant funds is the Administration of Children and Families supplemental funding provided under the American Rescue Plan Act of 2021. Pass-through entity is NC Department of Health and Human Services/Division of Social Services.
- C.2 The **Catalogue of Federal Domestic Assistance (CFDA)** number is: A. 93.590– Community Based Child Abuse and Visitation Programs

**D. AMOUNT OF SUB-GRANT AND PAYMENT**

- D.1 PCANC, acting in the capacity of a pass-through entity under this Sub-grant agreement, will pay Sub-grantee a total of **\$50,000.00** for the successful completion of services provided under this Federal assistance Sub-grant.

- D.2 It is anticipated that the amount obligated will be sufficient to cover project activities through the completion date. PCANC shall not be liable for reimbursing the Sub-grantee for any costs in excess of the amount obligated or in excess of what is specifically and explicitly agreed to in this Sub-grant agreement.
- D.3 Payment will be made to Sub-grantee on a reimbursement basis. The Sub-grantee must submit via email one signed Expense Reimbursement Report to the PCANC Program Consultant by the 5th of each month for services provided in the prior month. Please note that the person preparing the invoice must be different from the person authorized to sign it. The Expense Reimbursement Report must be accompanied by supporting general ledger documentation.

Expense Reimbursement Reports must be submitted even when no services are provided in each month. Failure to submit monthly reports may delay receipt of reimbursement. PCANC will have no obligation for payments based on expenditure reports submitted later than 30 days after termination or expiration of the contract period. All payments are contingent upon fund availability.

**Travel Expenses:** Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules. International travel shall not be reimbursed under this contract.

Reimbursement will only be made upon the timely receipt and acceptance of monthly Expense Reimbursement Report (see “**Reporting**”, **Section H**) in a format established by or pre-approved by PCANC. Funds will be made available within 15 working days of receipt of the financial reports in accordance with the reporting provisions in **Section H**.

- D.4 PCANC reserves the right to withhold cash payment for any of the following:
- Sub-grantee failure to make satisfactory progress towards the goals and objectives set forth in Attachment 1.
  - Sub-grantee default of or otherwise inability to adhere to the conditions or provisions of this agreement.
  - Sub-grantee inability to submit reliable and/or timely reports or other deliverables as described in this agreement.
- D.5 All payments to Sub-grantee will be made by ACH. PCANC is using BILL to pay Vendor invoices via E-payment directly into your bank account. Subgrantees will receive and email invitation to setup their account on BILL. The email invitation will be sent to email address on file when the first invoice has been requested. Please setup your account to begin receiving payments via ACH. For any questions, please contact Natalie Pillay at [accounting@positivechildhoodalliancenc.org](mailto:accounting@positivechildhoodalliancenc.org)

## **E. SUB-GRANT MODIFICATIONS**

The following modifications require written approval from PCANC:

- To change the scope of the project objectives and/or activities.
- To change the required funding amounts necessary to fulfill the stated project objectives.
- To change or temporarily replace key project staff.
- To reallocate between budget lines items an amount greater than five percent of the total Sub-grant award.

- To add a line item to the budget.
- To Sub-grant or contract any portion of this award to a third party.
- To change the effective period of the agreement.

**F. REPORTING**

Sub-grantee shall prepare written programmatic reports three times throughout the project period, according to the timetable below:

Narrative Reporting Period	Due Date to PCANC
September 1, 2024 – November 30, 2024	December 16, 2024
December 1, 2024 – February 28, 2025	March 17, 2025
March 1, 2025 – June 30, 2025	July 15, 2025

- F.1 Programmatic reports will follow a template provided by PCANC and should include the following information:
  - a. Major activities, program highlights, and accomplishments during this period;
  - b. Challenges faced and issues encountered, including any deviations or departures from the original project plan;
  - c. Corrective action planned to resolve implementation problems and the effect of these problems on the remaining schedule for achieving the project goals;
  - d. Significant findings and events;
  - e. Administrative and logistical changes or constraints.
- F.2 A final programmatic report under this Sub-grant must be provided to PCANC no later than **July 15, 2025**.
- F.3 All required reports should be submitted to the PCANC Program Consultant, or his/her designee, according to the timetables indicated in this Agreement.
- F.4 The PCANC may, at its discretion, require other programmatic reports from Sub-grantee.

**G. SUB-AWARDS**

- G.1 No funds or other support provided hereunder to Sub-grantee may be subsequently passed on to any other entity in the form of a Sub-grant or contract without prior written approval from PCANC.
- G.2 Under the terms of this agreement with PCANC, the Sub-grantee has no direct relationship with the Federal donor agency identified above in **Section C.1** regarding any matter related to this project or agreement. Sub-grantee must direct all notices, requests, and other communication relating to this Sub-grant agreement to the PCANC at the address specified in **Section L.1**.

**H. DOMICILE**

H.1 PCANC provides the following addresses as the *primary point of contact* in respect to any notice which may arise out of or in connection with this Sub-grant:

Name and Title:	Ashley Alvord, Capacity Building Director
Organization:	Positive Childhood Alliance North Carolina, Inc.
Street Name and Number:	3000 Aerial Center Parkway
City, State and Zip:	Morrisville, NC 27560
Telephone Number:	919-829-6600

H.2 The **Sub-grantee** provides the following as the *primary point of contact* in respect to any notice that may arise out of or in connection with this Sub-grant:

Name:	Patience Mukelabai
Organization:	Durham County Cooperative Extension
Street Name and Number:	721 Foster Street
City, State and Zip:	Durham, NC 27701
Telephone Number:	9195607392

**I. REPRESENTATIONS AND WARRANTIES**

- I.1 The Grantee and the Sub-Grantee shall be independent contractors and nothing herein shall be construed or implied to mean the establishment or existence of a partnership or joint venture between the parties, nor shall any party herein be construed to be employees, agents, or principals of the other party.
- I.2 By signing this Agreement, all parties certify that the terms of conditions defined in this Agreement are accepted; that the Grantee and the Sub-Grantee are proper business entities permitted to do business; and that the individuals signing are competent parties authorized to enter into this Agreement on behalf of their respective agencies.

**Acknowledged and Accepted:**

By: \_\_\_\_\_

Sharon Hirsch, President & CEO  
Positive Childhood Alliance North Carolina, Inc.

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

By: \_\_\_\_\_

Donna Rewalt, County Extension Director  
Durham County Cooperative Extension

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

**ATTACHMENTS**

- I. Sub-grantee Project Work Plan
- II. Sub-grantee Approved Project Budget
- III. Sub-grantee Monitoring Plan

## ATTACHMENT I APPROVED PROJECT WORK PLAN

In addition to the attached **PROJECT PLAN** as submitted by the SUB-GRANTEE during the application process, SUB-GRANTEE will be required to participate in the following activities throughout the contract period:

### Connection and Collaboration with PCANC

SUB-GRANTEE will be required to collaborate with PCANC staff to complete a readiness assessment and funding review. This process will help set goals related to capacity building to ensure effective implementation of the identified family strengthening activities. Additionally, PCANC will work with the applicant to establish an engagement and overall workplan for the duration of the grant cycle. This workplan will become part of this agreement and will be in place no later than October 1, 2024.

Throughout the funding period (September 2024 – June 2025) PCANC will provide a scheduled series of technical assistance (TA) activities (e.g., training, consultation and coaching). Through this scheduled TA, the SUB-GRANTEE will be required to:

- Participate in a **community of practice** led by PCANC staff and designed to identify areas of collaboration, share challenges and successes, and engage in continuous quality improvement.
- Engage with PCANC staff **at the time of programmatic reporting** (See Attachment III Monitoring Plan) to assess progress toward project goals.
- Assess current organizational **child safeguarding policies** & design a plan for improvement of these policies (as needed)
- Participate in **public awareness campaigns** (including Family Support Awareness Month in February 2025 and Child Abuse Prevention Awareness month in April 2025).

**ATTACHMENT II  
APPROVED PROJECT BUDGET**

**APPROVED BUDGET**

<b>Class Category</b>	<b>Amount</b>
a. Personnel	<b>\$25,225.89</b>
b. Fringe Benefits	<b>0</b>
c. Travel	<b>\$200</b>
d. Program Supplies	<b>\$8,084.11</b>
f. Rent / Utilities	<b>0</b>
g. Staff Training / Development	<b>\$1,500.00</b>
h. Other	<b>\$14,990.00</b>
<b>i. Total Charges</b>	<b>\$50,000.00</b>

## **ATTACHMENT III SUB-GRANTEE MONITORING PLAN**

SUB-GRANTEE will provide details related to financial and programmatic performance using templates provided by PCANC and according to the following schedule:

### **MONTHLY SUBMISSION OF FINANCIAL INVOICES:**

SUB-GRANTEE will submit a monthly invoice outlining key project related expenses as well as general ledger documentation of these expenses to PCANC. PCANC will provide the SUB-GRANTEE with a template for use related to this submission.

SUB-GRANTEE will submit invoices no later than the 5<sup>th</sup> of each month, or if the 5<sup>th</sup> of the month falls on a weekend or holiday, the next business day.

PCANC will review and approve invoices no later than the 10<sup>th</sup> of the month and will provide ACH payment for all invoices upon receipt of funds from the NC DHHS / DSS.

SUB-GRANTEE will have available to them a running ledger showing remaining funds in each approved line item and will have the option to request realignment of funds as needed. Such requests should be sent in writing to PCANC and will be managed on a case-by-case basis.

### **PROGRAMATIC REPORTING**

SUB-GRANTEE will be responsible for providing written documentation of key project activities to PCANC at three times throughout the funding period. These dates are outlined in Section F of this document.

PCANC will provide SUB-GRANTEE with a template for this report. Templates will include narrative and financial statements when payments for concrete supports for families are included in the reporting period.

PCANC will review and approve these reports within 10 business days of receipt and will work with the SUB-GRANTEE to secure any additional information that may be required for approval.

## APPENDIX I

### MANDATORY STANDARD PROVISIONS For Sub-Grants with U.S.-Based Non-Profits

#### 1. ACCOUNTING, INSPECTION, RECORD RETENTION, and AUDITING

- 1.1 Sub-grantee shall maintain books, records, documents and other evidence relating to the project in accordance with Generally Accepted Accounting Principles (GAAP) to sufficiently substantiate expenditures charged to this Sub-grant, as well as any reported cash or contributions in-kind cost share or matching requirement. Accounting records that are supported by documentation will at a minimum be adequate to clearly support all transactions incurred under the Sub-grant, all cost of the project supplied by other sources, and the overall progress of the project.
- 1.2 Sub-grantee shall provide PCANC, or its duly authorized representative, access to any books, documents, papers and records of Sub-grantee which are directly pertinent to the specific project for the purpose of making audits, examinations, excerpts and transcripts. Records would include: books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, time and attendance or time and effort reports for personnel charged to the Sub-grant, cancelled checks, and related documents and records.
- 1.3 Federal regulation requires that recipients of federal assistance funds retain financial and programmatic records, supporting documents, statistical records, and all other records that are required by the terms of a grant, or may reasonably be considered pertinent to a grant, for a **period of three (3) years** from the date of the final financial statement report that includes expenditures from this Sub-grant. These records may be subject to an audit by the Federal donor agency, PCANC and/or their representatives. All records shall be maintained for such longer period, if any, as is required to complete an audit, to resolve all questions concerning expenditures unless approval has been obtained from PCANC to dispose of the records.
- 1.4 If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until litigation, claims or audit findings involving the records has been resolved.
- 1.5 Sub-grantee agrees that it shall have annually either an organizational audit of Federal funds or a program specific audit of the funds provided under this Sub-grant as well as the financial statements of the organization as a whole, in accordance with OMB Circular A-133 Audit Guidelines. The audit shall be a financial audit performed in accordance with the Government Audit Standards issued by the Comptroller of the United States.
- 1.6 The Sub-grantee's A-133 audit report shall be submitted to PCANC as soon as completed and include all management letter comments, findings or adjustments that are specific to the Sub-grant agreement.
- 1.7 The PCANC reserves the right to conduct a Sub-grant project audit (Financial and Programmatic) every three to six months of the project term. Refusal to participate in an audit will delay or cancel fund allocations.



- 1.8 The Sub-grantee is expected to take reasonable care that systems are in place to ensure funds expended under this award are used for the purposes described in the sub-award and can be properly accounted for.

## 2. *REFUND*

- 2.1 Sub-grantee will be required to submit to PCANC within 15 days from the Sub-grant completion date all unused funds for forwarding to Federal donor agency.

## 3. *TERMINATION AND SUSPENSION*

- 3.1 PCANC may suspend or terminate this award at any time, in whole or in part, if and when it is determined that the Sub-grantee has materially failed to comply with the terms and conditions of the grant.
- 3.2 PCANC may terminate this award at any time if funding is no longer available for the grants program, or if the federal donor agency unilaterally terminates the program due to extraordinary circumstances.
- 3.3 In the event of termination and/or suspension of Sub-grant Agreement, Sub-grantee will be notified in writing by PCANC within 15 days prior to the effective termination or suspension date. Upon notification, Sub-grantee shall take immediate action to minimize all expenditures against the Sub-grant.
- 3.4 In the event of termination for non-compliance with the terms of this Agreement, the Sub-grantee may be subject to other legal or administrative remedies, as appropriate.
- 3.5 No expenses can be charged against the grant after the effective date of termination. In the event of termination, Sub-grantee shall submit a final accounting and return to PCANC all unspent funds provided under the Sub-grant no later than thirty (30) days after termination.
- 3.6 In the event of withdrawal from or termination of this Sub-grant Agreement by the Sub-grantee, Sub-grantee shall refund all amounts that have been disbursed for purposes which are or are not in accordance with the terms of this Sub-grant Agreement.
- 3.7 In the event of suspension, the Sub-grantee will return on demand to PCANC any unspent cash balance. Sub-grantee is required to submit a Financial Report as of the date of suspension. Sub-grantee is required to refund all amounts that have been disbursed for purposes that are not in accordance with the terms of the Sub-grant Agreement.

## 4. *DISPUTES*

PCANC Headquarters management staff shall consult with the Federal donor agency to determine the best course of action regarding any disputes that arise under this Sub-grant Agreement.

## 5. *LIMITATION*

- 5.1 PCANC and Sub-grantee understand and acknowledge that, except as expressly provided in this Sub-grant Agreement, there is no other obligation whatsoever to provide additional support to Sub-grantee for purposes of this or any other project.

## **6. PROHIBITION OF SUPPLANTING**

- 6.1 Sub-grantee shall use federal funds to supplement existing funds for program activities and may not replace (supplant) nonfederal funds that have been appropriated for the same purpose. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this Agreement, and civil and/or criminal penalties.

## **7. INSURANCE AND NON- LIABILITY**

- 7.1 The Sub-grantee shall maintain all appropriate insurance coverage including but not limited to General Liability and or Directors and Owner's Liability insurance during the period this agreement remains in effect.
  - 7.1.1 PCANC may at any time request the Sub-grantee to provide written Proof of Insurance.
  - 7.1.2 The Sub-grantee shall hold PCANC harmless for any loss or damage that may occur during transportation or delivery of project goods or services.

## **8. DEBARMENT AND SUSPENSION**

- 8.1 By signing this agreement, the Sub-grantee certifies that neither it nor its principals are presently debarred, suspended, ineligible, or voluntarily excluded from Federal Procurement or Non-procurement Programs.
- 8.2 The Sub-grantee, as a best practice and in the spirit of due diligence, is within its right to maintain and may seek records containing identifying information about the Sub-grantee and its representatives in order to demonstrate that it conducted a reasonable search of public information to determine whether or not the Sub-grantee is presently excluded from receiving Federal funds and is not referenced on the U.S. government *Excluded Parties List Serve*.

## **9. COMPLIANCE WITH ANTI-TERRORISM CERTIFICATION**

- 9.1 Executive Order 13224 and the USA Patriot Act prohibits recipients of Federal funds from knowingly conducting business with, employing individuals from, or contributing funds to persons or entities associated with terrorist activities or support.
- 9.2 A recipient of Federal funds, either directly or through a pass-through arrangement, must certify that it will comply with the Anti-Terrorism Certification as a condition of receiving the funds.
- 9.3 By signing this agreement, the Sub-grantee certifies that, as of the date on which this agreement is executed, the Sub-grantee named in this agreement does not knowingly employ individuals or contribute funds to entities or persons on either the Department of Treasury's Office of Foreign Assets Control *Specially Designated Nationals List*, the *Terrorist Exclusion List*, or any other watch list produced by or recognized by the Federal government that may amend, supplement, or supersede any or all of the above mentioned lists.

- 9.4 Should any change in circumstances pertaining to this certification occur at any time, the Sub-grantee will notify the PCANC immediately.
- 9.5 The PCANC, as a best practice and in the spirit of due diligence, is within its right to maintain and may seek records containing identifying information about the Sub-grantee and its representatives in order to demonstrate that it conducted a reasonable search of public information to determine whether or not the Sub-grantee has been implicated in any questionable activity and is not referenced on any of the U.S. government watch lists mentioned above.

## **10. CIVIL RIGHTS COMPLIANCE**

- 10.1 Sub-grantee shall comply with nondiscrimination requirements contained in various federal laws. If a court or administrative agency makes a finding of discrimination on grounds of race, color, religion, national origin, gender, disability, or age against Sub-grantee after a due process hearing, the Sub-grantee agrees to forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.

## **11. LOBBYING**

- 11.1 Sub-grantee shall not use federal funds for lobbying and agrees to disclose any lobbying activities by submitting Standard Form–LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

## **12. FORCE MAJEURE**

- 12.1 Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

## **13. AMENDMENT**

- 13.1 This Sub-grant Agreement may be amended, in writing, and by formal modifications to the basic Sub-grant document, after formal consultations and agreement between the pursuant parties to the agreement.

## **14. PROCUREMENT**

- 14.1 Recipients of Federal funds must abide by procurement standards and provisions as defined in 2 CFR Part 215. Sub-grantee must seek written approval from PCANC for any expenditure not included in the approved budget relevant to this agreement.
- 14.2 All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient shall be alert to organizational conflict of interest as well as non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be

excluded from competing for such procurement. Awards shall be made to the bidder or offer that's bid or offer is responsive to the solicitation and is most advantageous to the recipient, price, quality and other factors considered. Solicitations shall clearly establish all requirements that the bidder or offer must fulfill in order for the bid or offer to be evaluated by the recipient.

- 14.3 Any and all bids or offers may be rejected when it is in the recipients interests to do so. Any expense over the small purchase threshold of \$500 must undergo a Bidding Process.
- 14.4 The Sub-grantee should seek an approval from PCANC for capital expenses, which are not included in the Sub-grant budget, worth \$5,000.00 or more. The Sub-grantee shall on request make available to the PCANC any pre-award review and procurement documents such as the Request for Proposal or invitations for bids, independent cost estimates etc., when any of the following conditions apply:
- a) Sub-grantee failed to comply with the procurement standards.
  - b) When procurement is awarded without competition or only one bid or offer is received in response to a solicitation.
  - c) When the procurement which is expected to exceed the small purchase threshold specifies a "brand name" product
  - d) The proposal award over the small purchase threshold is awarded to other than the apparent low bidder under a sealed bid procurement
  - e) A proposed contract modification changes the scope of contract or increases the contract amount by more than the amount of the small purchase threshold.

## **15. PROPERTY**

- 15.1 Any property procured through this agreement will remain vested with the Sub-grantee, unless the residual value is greater than or equal to \$5,000, in which case Sub-grantee must request disposition instructions from the PCANC. The Sub-grantee may request, in writing, that property greater than or equal to \$5,000 remain with the Sub-grantee, provided that adequate justification is supplied.
- 15.2 The Sub-grantee must take all reasonable actions to protect property purchased through the Sub-grant funds from being damaged or stolen. If equipment or supplies are stolen/damaged, the Sub-grantee must report to the PCANC in writing the cause and circumstances. PCANC reserves the right to hold the Sub-grantee responsible.
- 15.3 Sub-grantee shall ensure that any related promotional materials will acknowledge PCANC's financial contributions with the following statement in the designated acknowledgment section: "This project was made possible with funding provided by the PCANC."
- 15.4 The PCANC shall at its discretion have full access to and usage of any materials, in complete or excerpted form, produced as a result of the funding granted under this Agreement. Possible uses include publication in PCANC publications, on the PCANC website, and in local and national events or education tools. Sub-grantee shall be accorded acknowledgment for any materials produced by the Sub-grant and used by the PCANC.

## **16. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

- 16.1 Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this application the Sub-Grantee certifies that it will comply with the requirements of the Act.

## **17. OTHER PROVISIONS**

- 17.1 Unless otherwise indicated, the appropriate provisions of *Appendix A* in 28CFR-70 (for Sub-grants with source funding from DOJ), 22CFR-226 (for Sub-grants with source funding from USAID), 22CFR-145 (for Sub-grants with source funding from the DOS, or 45CFR-74 (for Sub-grants with source funding from DHHS) are adopted by reference. Other provisions applicable to this agreement are herein expressly stated.

## **18. GOVERNING LAW**

- 18.1 This Agreement shall be interpreted and construed according to, and governed by, the substantive laws of the State of North Carolina, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in the Venue cited in the Agreement shall have jurisdiction to hear any dispute under this Agreement.