



**EVERY BABY GUILFORD
ADOPT-A-MOM GRANT AGREEMENT**

THIS AGREEMENT (the "Agreement") is hereby made, entered into, and effective as of July 1, 2025, by and between GUILFORD COUNTY ON BEHALF OF THE GUILFORD COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES - DIVISION OF PUBLIC HEALTH (GRANTEE), a body politic and corporate of the State of North Carolina, hereinafter referred to as the "COUNTY," and EVERY BABY GUILFORD, INC. (GRANTOR), hereinafter referred to as the "GRANTOR," and also collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the GRANTOR is a Non-Profit organization that works in collaboration with Guilford County's Infant Mortality Program on solutions to disrupt longstanding health outcomes and racial disparities in Guilford County;

WHEREAS, the COUNTY provides staff, operational supplies, and equipment for the benefit of Guilford COUNTY's Infant Mortality Collective Action Movement;

WHEREAS, the COUNTY has an "Adopt-A-Mom" program which provides medical support and prenatal care to women who lack access to prenatal care, which the Grantor recognizes and wants to assist in its financial support;

WHEREAS, the GRANTOR has funds allocated to support the COUNTY'S efforts in the "Adopt -A-Mom" program;

WHEREAS, for these purposes and subject to the terms and conditions hereinafter set forth, the GRANTOR hereby agrees to remit funds in the amount of one hundred seventy-one thousand, one hundred seventy-six dollars and no/100 (\$171,176.00) to the COUNTY in accordance with the terms of this Agreement to be used for OPERATIONAL SUPPORT for the benefit of the "ADOPT-A-MOM" program;

NOW, THEREFORE, in consideration of promises mutually exchanged, the Parties agree as follows:

1. **AWARD.** Every Baby Guilford's total funding obligation under this Agreement is up to \$171,176.00.
2. **FUNDS.** To support operational costs of the COUNTY's, Adopt-A-Mom program, the GRANTOR agrees to pay the amount as set out herein and in Attachment A (budget allocation), which is attached hereto and incorporated herein by reference. Monthly payments will be made by the GRANTOR to the COUNTY within thirty (30) days of receipt of a correct invoice and proper documentation that the services have been delivered or provided in accordance with this contract.
3. **USE OF FUNDS.** County shall use the funds for its' Adopt-A-Mom program, consistent with Attachment A (Budget Allocation). In the event that expenses for any of the budget line items set out in Attachment A exceeds the allocated amount, County may utilize funds from other budget line items which have available balances. County may not use funds granted under this Agreement for expenses of a type not provided for in Attachment A without obtaining GRANTOR's prior written approval.

4. **TERM.** Unless terminated as provided herein, this AGREEMENT shall be in effect for one (1) year, beginning July 1, 2025, and ending June 30, 2026.

5. **AMENDMENTS.** The terms of this Agreement may only be modified or revised with a written Agreement executed by both Parties.

6. **TERMINATION.**

TERMINATION WITHOUT CAUSE.

COUNTY may terminate this Agreement without cause or penalty upon serving a thirty (30) days written notice to the GRANTOR. All operational costs covered by this Agreement and incurred as of the date of termination will be paid to COUNTY. With respect to the funds provided to COUNTY by GRANTOR pursuant to this Agreement, COUNTY shall remain bound by Paragraph 3 of this Agreement "Use of Funds" notwithstanding any termination of this Agreement.

7. **FEDERAL FUNDING – UNIFORM GUIDANCE.** The Parties agree that when utilizing federal funding in the performance of this Agreement, the Parties shall comply with all applicable provisions of 2 C.F.R. §200.326 and 2 C.F.R. Part 200, Appendix II, (Uniform Guidance), including, but not limited to: The Equal Employment Opportunity Clause (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. §3145, as supplemented by Department of Labor (DOL) regulations, 29 C.F.R. Part 3, "GRANTORS and SubGRANTORS on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"); AGREEMENT Work Hours and Safety Standards Act (40 U.S.C. 3701-3708, as supplemented by DOL regulations at 29 C.F.R., Part 5. See 2 C.F.R. Part 200, Appendix II(E); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549(1986) and 12689(1989) at 2 C.F.R. Part 180 and the DHS' regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. Part 200, Appendix II(J) and §200.322); Rights To Inventions by Nonprofit Organizations and Small Business Firms Under Government Grants, AGREEMENTs and Cooperative Agreements (37 C.F.R. Part 401); Record Retention Requirements (2 C.F.R. §200-324); and subsequent amendments, which are incorporated herein by reference.

8. **NOTICES.** All notices pursuant to this Agreement shall be in writing and delivered personally or mailed by certified mail, registered mail, postage prepaid, with return receipt requested, at the addresses appearing below, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing.

Victor Isler, Guilford County Manager
GUILFORD COUNTY
301 West Market Street, Ste.
201 Greensboro, NC 27401

EVERY BABY GUILFORD, INC.
Vanessa Haygood, MD , Registered Agent
PO Box 4676
Greensboro, NC 27404

- 9. ENTIRE AGREEMENT.** Except for the Parties' Memorandum of Agreement, which remains in effect, this Agreement, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the Parties and all prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished. This Agreement shall not be modified except by a writing subscribed to by all the Parties.
- 10. JURISDICTION.** The Parties agree that this Agreement is subject to the jurisdiction and laws of the State of North Carolina. The GRANTOR will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina and venue shall be in Superior Court in Guilford County, North Carolina.
- 11. INDEPENDENT CONTRACTORS.** GRANTOR shall operate as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the COUNTY and either the GRANTOR or any employee or agent of GRANTOR. GRANTOR is an independent contractor and not an employee, agent, joint venture or partner of the COUNTY.
- 12. SOVEREIGN IMMUNITY/GOVERNMENTAL IMMUNITY.** GRANTOR hereby acknowledges that COUNTY reserve all immunities, defenses, rights, or actions arising out of its status as a local government, the Eleventh Amendment to the United States Constitution, and any other applicable law, and that no waiver, limitation or impairment of any such immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by virtue of their participation in this Grant Agreement.

(The remainder of this page is intentionally left blank.
This AGREEMENT continues with signatures on the following page.)

WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day and year first above written.

**GUILFORD COUNTY ON BEHALF OF
THE GUILFORD COUNTY DEPARTMENT
OF HEALTH AND HUMAN SERVICES -
DIVISION OF PUBLIC HEALTH**

EVERY BABY GUILFORD, INC.

Victor Isler

Guilford County Manager

Date: _____

ATTEST:

Robin B. Keller

Guilford County Clerk to Board

Date: _____

Anita Ramachandran

Guilford County Department Director / Designee

Date: _____

Vanessa Haygood, MD

Title: _____

Date: 8/13/25

Interim President, Every Baby Guilford
ATTEST: Board of Directors

Witness

Print Name: AV STRINGER

Date: 8/13/25