



# Guilford County

## CONTRACT AGREEMENT

COUNTY			COMPANY				
<b>Guilford County</b> 301 West Market Street Greensboro, NC 27401  Telephone No: 336-641-3852 Attention: Tiffany Johnson  Contract No: 2248 Parent Contract No: 0			<b>WELLPATH, LLC</b> 1283 Murfreesboro Road Suite 500 Nashville, TN 37217 Gina Rose 6153245746  grose@ccsks.com  Attention: Gina Rose				
<b>HIGHLIGHT INFORMATION</b>							
Contract Purpose: Health Services For the Sheriff's Department (Event 673) Effective Date: July 1, 2020 Contract Type: MAX EXPOSURE SERVICE Contract Amount: 14,233,434.00			Expiration Date: June 30, 2023 Contract Subtype: Event Number:				
<b>CONTRACT LINES</b>							
Line No	Percent	Item Description	Acct Unit	Account	Base Cost	UOM	Amount
1	100.000%	Health Services	310701	53020^0	\$4,744,478.00	YR	\$14,233,434.00



**GUILFORD COUNTY CONTRACT NO. 2248**  
**Parent Contract No. 0**

**THIS CONTRACT is hereby made, entered into, and effective as of July 1, 2020, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "COUNTY," and WELLPATH, LLC, hereinafter referred to as the "COMPANY," and also collectively referred to as the "Parties."**

**W I T N E S S E T H:**

**WHEREAS, for the purpose and subject to the terms and conditions hereinafter set forth, the COUNTY hereby contracts for the items, goods, service or services of the COMPANY and the COMPANY agrees to provide the items, goods, service or services to the COUNTY in accordance with the terms of this Agreement.**

**WHEREAS, the COUNTY is in need of Health Services For the Sheriff's Department (Event 673) and,**

**WHEREAS, the COMPANY has submitted a proposal to provide such goods and/or services.**

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

**1. GOODS AND/OR SERVICES.** COMPANY will provide the goods and/or services as set forth in the Specifications (Attachment A) and Proposal (Attachment B), attached hereto and incorporated herein by reference. All items and/or services shall be provided in a competent, workmanlike and professional manner acceptable to the COUNTY. Should there be any discrepancy between the Proposal (Attachment B) and the Specifications (Attachment A) and/or the Contract, the Contract and/or the Specifications (Attachment A) shall prevail and control.

**2. PRICING.** As full compensation for the COMPANY'S services, the COUNTY agrees to pay the amounts for the services as set out herein and as agreed. The optional renewal years shall be subject to increase based upon the Medical Care Services component of the Consumer Price Index, as calculated by the Bureau of Labor and Statistics. Payment will be made by the COUNTY to COMPANY in equal monthly installments within thirty (30) days of receipt of a correct invoice and proper documentation that the services have been provided in accordance with this Contract.

**3. MAXIMUM EXPOSURE CONTRACT.** The maximum financial exposure to the COUNTY under this Contract will not exceed \$14,233,434.00. Payment will be made only from budgeted funds in accordance with N.C. Gen. Stat. § 159.

**4. APPROPRIATION.** This Contract is subject to annual appropriation of funds by the Guilford County Board of Commissioners or other funding source, pursuant to N.C.Gen. Stat. §153A-13.

**5. TERM.** This Contract shall be in effect for three (3) years, beginning July 1, 2020, and ending June 30, 2023, with the option to extend for two (2) additional one (1) year renewals at the same pricing and terms and conditions upon mutual written agreement of both Parties.

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

**7. TERMINATION.**

**TERMINATION FOR CONVENIENCE.** Either Party may terminate this Contract without cause or penalty upon serving a thirty (30) day written notice to the other Party. Subject to this Contract's provisions regarding breach, all goods and/or services provided and accepted as of the date of termination will be paid; similarly, amounts paid in advance, if any, for which goods and/or services have not been provided and accepted by COUNTY will be promptly refunded to COUNTY by COMPANY within thirty (30) days of date of termination of this Contract.

**TERMINATION FOR CAUSE.** If COMPANY fails to fulfill its obligations under this Contract in a timely and/or proper manner ("breach"), either in whole or in part, and such breach continues for a period of more than ten (10) days after COUNTY has notified COMPANY of such breach, COUNTY shall have the right to terminate this Contract immediately thereafter by giving written notice to the COMPANY specifying the effective date thereof. In that event, without limiting COUNTY's remedies for breach, any or all finished and/or unfinished deliverables prepared by the COMPANY under this Contract shall, at the option of the COUNTY, become COUNTY property and COMPANY shall be entitled to receive just and equitable compensation for any satisfactory work completed and accepted on such deliverables, minus any payment or compensation previously made, and subject to any applicable setoff(s).

**BREACH.** If, through any cause, COMPANY or COUNTY ("the breaching party") shall fail to fulfill its obligations under this Contract in a timely and/or proper manner ("breach"), either in whole or in part, and such breach has continued for a period of more than ten (10) days after the other party ("the non-breaching party") has notified the breaching party of such breach, in addition to any termination rights that it may have, the non-breaching party shall have all legal, equitable, and administrative rights available under applicable law. Without limiting other remedies, where COUNTY is the non-breaching party COUNTY may: Withhold any payment due COMPANY for the purpose of setoff until such time as the exact amount of damages due COUNTY from such breach can be reasonably determined (at which time that amount shall be deducted from any payment(s) otherwise due to COMPANY) and/or procure the contracted for services or goods from other sources and hold COMPANY responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by COMPANY shall constitute an act of breach under this Contract.

**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.

Marty K. Lawing, Guilford County Manager  
GUILFORD COUNTY  
P.O. Box 3427 (zip code 27402)  
301 West Market Street  
Greensboro, NC 27401

President  
WellPath, LLC  
1283 Murfreesboro Road  
Suite 500  
Nashville, TN 37217

**9. INDEPENDENT CONTRACTOR/INDEMNIFICATION** COMPANY 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 COMPANY or any employee or agent of COMPANY. COMPANY is an independent contractor and not an employee, agent, joint venture or partner of the COUNTY. The Parties agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions to the extent allowable by law.

**10. ASSUMPTION.** If COMPANY should undergo merger, acquisition, bankruptcy or any change in their ownership or their name for any reason, COMPANY must immediately notify GUILFORD COUNTY in writing of these changes and provide the COUNTY with legal documentation supporting these changes, such as an Assumption Agreement, Bill of Sale, Articles of Incorporation, Articles of Amendment, sales contract, merger documents, etc. Further, COMPANY will submit the name and address of the assuming COMPANY'S registered agent for service of process and/or all notices required under this Contract.

**11. SEVERABILITY.** If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

**12. FORCE MAJEURE.** Neither Party shall be liable to the other Party for any failure or delay caused by events beyond such Party's control and not due to its own negligence, provided that such Party uses commercially reasonable efforts to resume performance as soon as reasonably practicable. The non-performing Party shall notify the other Party of the force majeure event within twenty-four (24) hours of the onset thereof. In the event that a force majeure event precludes COMPANY from performing services and/or providing goods for a period of ten (10) consecutive business days, the COUNTY shall have the right to: (a) procure replacement goods and/or services from an alternative source and/or (b) terminate the Contract or portion(s) of Contract upon written notice to COMPANY.

**13. HEADINGS/TITLES/WORDING.** Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typestyle of certain words or phrases in this Contract are for convenience purposes only and shall not be used to interpret or construe the provisions of this Agreement. The terms "Contract" and "Agreement" have the same meaning and may be used interchangeably throughout this document. The terms "Attachment" and "Exhibit" have the same meaning and may be used interchangeably throughout this document.

**14. EQUAL EMPLOYMENT OPPORTUNITIES AFFIRMATIVE ACTION** Guilford County and the awarded Vendor shall comply with Equal Employment Opportunities (EEO) requirements, and to take affirmative action to ensure that all individuals have an equal opportunity for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, or veteran status under the Guilford County EEO Plan, as amended, implemented pursuant to 41 CFR Part 60-2.10(a)(3), 41 CFR §60-741.44(a) and 41 CFR §60-300.44(a), and in accordance with the following laws, as amended: Title VII and Title IX of the Civil Rights Act of 1964; The Equal Pay Act of 1963; Executive Order 11246; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973, as amended (Section 503); the Americans with Disabilities Act of 1990; the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA); the Civil Rights Restoration Act of 1988; NC General Statutes Chapters 116 and 126 and Title II of the Genetic Information Nondiscrimination Act of 2008, the North Carolina Equal Employment Opportunity Policy effective June 1, 2015, along with all other applicable federal and state laws governing equal employment opportunities.

**15. ENTIRE AGREEMENT.** This Contract, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the Parties. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished. This Contract shall not be modified except by a writing subscribed to by all the Parties.

**16. JURISDICTION.** The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The COMPANY will comply with bid restrictions, if any, and applicable laws, including N.C. Gen. Stat. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina. An Affidavit Regarding E-Verify is attached hereto and incorporated herein by reference as Attachment C.

**(Remainder of page intentionally left blank)**

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

GUILFORD COUNTY

ATTEST:

Marty K. Lawing  
Guilford County Manager

Robin Keller  
Guilford County Clerk to Board

WELLPATH, LLC

WITNESS:

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

Witness \_\_\_\_\_ Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

(CORPORATE SEAL)

No Corporate Seal Exists ☐

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Harley Will  
Guilford County Finance Director