

GUILFORD COUNTY CONTRACT NO. 90006629 Renewal No. 1 Parent Contract No.

THIS CONTRACT RENEWAL is hereby made, entered into, and effective as of June 1, 2025, by and between GUILFORD COUNTY ON BEHALF OF THE GUILFORD COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES - DIVISION OF PUBLIC HEALTH, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "COUNTY," and FORSYTH COUNTY, hereinafter referred to as the "CONTRACTOR," and also collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Parties entered into a CONTRACT on July 1, 2024, whereby the CONTRACTOR agreed to provide the following goods and/or service(s) to the COUNTY: Evidenced-based strategies for Maternal and Child Health, and

WHEREAS, the initial Contract was for eleven (11) months (July 1, 2024 - May 31, 2025) with the option to renew for one (1) additional one (1) year renewal and may be revised or modified with a written Contract executed by both Parties; and,

WHEREAS, the Parties now wish to modify the terms of the Contract by extending the Contract period from June 1, 2025, through May 31, 2026, with no remaining options to renew.

NOW, THEREFORE, the Parties mutually agree that, as of the effective date of this Contract, the following changes are hereby made to the initial Contract as follows:

- 1. CONTRACT TERM. Unless terminated as provided herein, the effective period of this Contract is hereby extended from June 1, 2025, through May 31, 2026, under the same terms and conditions as set forth in the initial contract, as revised. All goods and/or services will be provided in a competent and professional manner acceptable to the COUNTY.
- **2. GOODS AND/OR SERVICES AND CHANGES.** The Parties hereby agree that the goods and/or services provided by the CONTRACTOR to the COUNTY hereunder will remain the same as included in the initial Contract, except as revised by written Contract executed by the Parties.
- **3. PRICING.** As full consideration for the CONTRACTOR'S delivery of the goods and/or services, the COUNTY agrees to pay the amounts as listed in the initial Contract and as stated in this Contract as set forth in Attachment A, as applicable.
- **4. PAYMENT.** Payment will be made to the CONTRACTOR by the COUNTY within thirty (30) days of receipt of a correct, itemized invoice and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract.
- **5. MAXIMUM EXPOSURE CONTRACT.** The maximum financial exposure to the COUNTY under this Contract will not exceed \$201,808.00. Payment will be made only from budgeted funds in accordance with N.C. Gen. Stat. §159.
- **6. 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.

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

8. TERMINATION.

TERMINATION FOR CONVENIENCE.

COUNTY may terminate this Contract without cause or penalty upon serving a THIRTY (30) day written notice to the CONTRACTOR. 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 CONTRACTOR within thirty (30) days of date of termination of this Contract.

TERMINATION FOR CAUSE.

If CONTRACTOR 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 CONTRACTOR of such breach, COUNTY shall have the right to terminate this Contract immediately thereafter by giving written notice to the CONTRACTOR 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 CONTRACTOR under this Contract shall, at the option of the COUNTY, become COUNTY property and CONTRACTOR 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).

- 9. BREACH. If, through any cause, CONTRACTOR 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 the right to terminate the Contract upon notice to the breaching party, 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 CONTRACTOR 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 CONTRACTOR) and/or procure the contracted for services or goods from other sources and hold CONTRACTOR responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by CONTRACTOR shall constitute an act of breach under this Contract.
- **10. FEDERAL FUNDING UNIFORM GUIDANCE.** GUILFORD COUNTY and the awarded Vendor shall comply with Equal Employment Opportunities (EEO) requirements, and shall 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; 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 State of North Carolina Equal Employment Opportunity Policy rev. April 2019, along with all other applicable federal and state laws governing equal employment opportunities.

- 11. PRIOR AGREEMENTS. All other provisions of the initial Contract and subsequent modifications and revisions, are hereby ratified and shall continue in full force and effect without change, unless and until revised upon mutual written Agreement of the Parties, or terminated as provided herein.
- **12. JURISDICTION.** The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The CONTRACTOR 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 Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

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 GUILFORD COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES -DIVISION OF PUBLIC HEALTH

Guilford County Department Director / Designee

FORSYTH COUNTY

		Durise Pria F195B368F9DF42F	8/27/2025
Victor Isler	Date	Print Name: Denise Price	Date
Guilford County Manager		Title: Deputy County N	Manager
ATTEST:		ATTEST: DocuSigned by:	
		Ashleigh B. Matther	
Robin B. Keller	Date	Witness Ashleigh B.	. Matthews Date
Guilford County Clerk to Board		Print Name:	
Anita Ramachandran			

Subcontractor Budget Worksheet

Contract Number: A412 Year 2

Subcontractor Budget Worksheet

Complete this form such that amounts for state funds are shown when entering line item detail. Add rows as needed.

Enter information in yellow and pink shaded cells only. Do NOT enter or delete anything in blue shaded cells. The aqua cells contain formulas that are NOT to be overridden.

Category	Line Item	Amount	Detail	Narrative
Human F	Resources			
	Salary/Wages	\$ 57,018.00		Salary for CHW in Forsyth County
	Fringe Benefits	\$ 27,859.00		Fringe benefits for CHW in Forsyth County
	Other	 ,		
Total Hu	man Resources	\$ 84,877.00		
Operatio	nal Expenses/Capital Outlays			
Supplies	and Materials			
	Furniture			
				Forsyth County funding for incentives to worksites for creating lactation friendl spaces (10 worksites *\$500 each site = \$5000); Printing and office supplies for ICO4MCH implementation in Forsyth County (\$1,500)
	Other	\$ 6,500.00		
Equipmer	nt			
<u> </u>	Communication			
	Office			
	IT			
	Assistive Technology			
	Medical			
	Vehicles	\$ 500.00		Personal mileage when county vehicle is not availlable
	Scientific			
	Other			
Travel				
	Provider Staff			
	Board Members Expense			

Subcontractor Budget Worksheet

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Othitics		
	Gas	
	Electric	
	Telephone	\$ 900.00
	Water	
	Other	
Repair and	Maintenance	
Staff Devel	12,000	
Media/Com	munications	
	Advertising	\$ 25,000.00
	Audiovisual Presentations, Multimedia, TV, Radio Presentations	\$ 30,000.00
	Logos	
	Promotional Items	\$ 6,000.00
	Publications	
	PSAs and Ads	
	Reprints	
	Text translation	
	Websites and Web Materials	
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1 mobile phone for FC PHE II with hotspot. \$75*12

Perinatal health, maternal health conferences. On-going trainings for breastfeeding and perinatal health topics. Association of maternal and Child Health Programs conferences (AMCHP), NCPHA Conference

Forsyth County Funding to contract with Hey Awesome Girl Marketing Firm to assist with media/advertising graphics and media purchases/management for advertising campaigns.

Forsyth County funding for media/advertisement campaign on perinatal health messaging (Billboards \$15,000 and Spectrum Reach \$15,000)

Purchase of swag items with Forsyth County branding for distribution at community events. Can include (water bottles, hand sanitzer, lip balm, t-shirts, pens, etc).

Subcontractor Budget Worksheet

Oubc	ontractor badget Worksheet	
Rent		
	Office Space	
	Equipment	
	Furniture	
	Vehicles	
	Other	
Profession	al Services	
	Legal	
	IT	
	Accounting	
	Payroll	
	Security	
Dues and S	Subscriptions	
Other		
	Audit Services	
	Service Payments	
	Incentives and Participants	\$ 8,031.00
	Insurance and Bonding	-,
	Other	\$ 28,000.00
Total Ope	rational Expenses/Capital Outlays	\$ 116,931.00

201,808.00

Total Budged Expenditures

Forsyth County funding for Mothers and Babies Incentives and food for 25 participants * \$19/person=\$475); Forsyth County funding for food for implementation of 2 CAHB convenings (30 people in person *\$19/person* 2 convenings = \$1140). Four Forsyth Mamas sessions 25 people *\$19/person = \$1900; Breastfeeding lunch & learns for maternal health stakeholders in Forsyth County to increase initation rates of BF (30 participants *\$19/person* 3 convenings = \$1,710). Breastfeeding incentives for participation (\$1,100); Other incentives for FM/IMRC = \$1,100; Triple P incentives for participation (\$581).

Forsyth County funding to support creation of or support for breastfeeding support groups led by Black/Brown IBCLCs in high impact communities (\$5,000) Forsyth County funding to partner with university for implementation of PPE program. Funds cover the cost of university paying students for their participation (\$500/student * 10 students; plus funding to cover the cost of food at trainings and other program costs) = \$10,000. Infant mortality walk: \$3,000; Forsyth County funding for Triple P implementation partner - the Parenting

Contract #2026-1353-00: FY26 Guilford County Grar

Approved as to Form and Legality

Forsyth County Attorney

8/26/2025