



GUILFORD COUNTY CONTRACT NO. 90006787

Renewal No. 1

Parent Contract No.

THIS CONTRACT RENEWAL is hereby made, entered into, and effective as of August 1, 2025, by and between GUILFORD COUNTY ON BEHALF OF 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 Volunteers of America of the Carolinas, Inc. hereinafter referred to as the "VOA," and also collectively referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, the Parties entered into a CONTRACT on August 1, 2024, whereby COUNTY intends to use its facility located at Gibson Park to assist pregnant women and/or parenting women to obtain substance abuse treatment in a residential facility with their child(ren) - BID 20219, and

WHEREAS, the initial Contract was for one (1) year (August 1, 2024 - July 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 August 1, 2025, through July 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 August 1, 2025, through July 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 VOA 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 VOA'S delivery of the goods and/or services, the COUNTY agrees to pay the amount of \$365,835.00.
- 4. PAYMENT.** Payment will be made to the VOA 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 \$365,835.00. 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.

- a. **TERMINATION WITHOUT CAUSE.** County may terminate this Contract without cause or penalty upon serving thirty (30) days written notice to VOA. Subject to this Contract's provisions regarding breach, all services provided and accepted as of the date of termination will be paid; similar amounts paid in advance for which services have not been provided and accepted by the County will be promptly refunded to the County by VOA within thirty (30) days of the date of termination of this Contract. VOA may terminate this Contract without cause or penalty upon serving six (6) months written notice to County.
- b. **TERMINATION FOR CAUSE.** If, through any cause, VOA or the County shall fail to fulfill its services or obligations under this Contract in an appropriate and workmanlike manner, the non-breaching party shall have the right to terminate this Contract by giving written notice to breaching party as specified below in paragraph 15 and specifying the effective date thereof. In that event, VOA shall be entitled to receive just and equitable compensation for any satisfactory work completed of services, minus any payment or compensation previously made as agreed to by County. Notwithstanding the foregoing provision, VOA shall not be relieved of any liability to the County for damages sustained by the County by virtue of VOA's breach of this Contract, and the County may withhold any payment due to VOA for purpose of setoff until such time as the exact amount of damages due to the County from such breach can be determined. In the event of default by VOA, without limiting other remedies for breach available to it, the County may procure contracts with other providers for the services and hold VOA responsible for any excess cost occasioned thereby. The filing of bankruptcy by VOA shall be considered an act of Default.

9. BREACH. If, through any cause, VOA or the 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 VOA 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 VOA and/or procure the contracted for services or goods from other sources and hold VOA responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by VOA shall constitute an act of breach under this Contract.

10. DATA BREACH NOTIFICATION AND ASSOCIATED COSTS. Where a breach or unauthorized release, as defined in N.C. Gen. Stat. §75-65 or in any other state or federal regulation, is attributed to VOA, VOA shall be responsible to pay for or promptly reimburse County for the full cost of the notifications, including any associated legal fees, either through the third party's cyber liability insurance provider or through their own entity funds.

11. 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, “VOAs and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”); Contract 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, Contracts 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.

12. 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.

13. JURISDICTION/FORUM. The Parties agree that this Contract is subject to the laws and jurisdiction of the State of North Carolina. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina. Any claims or lawsuits regarding this Contract, shall be filed in Guilford County District or Superior Court.

(The remainder of this page is intentionally left blank.
This Contract 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**

Volunteers of America of the Carolinas, Inc.

Victor Isler
Interim Guilford County Manager
Date: _____

ATTEST:

Robin B. Keller
Guilford County Clerk to Board
Date: _____

Anita Ramachandran
Guilford County Interim Department Director / Designee
Date: _____



Print Name: Candace Vanderwater
Title: President & CEO, Volunteers of America Chesapeake & Carolinas, Inc.
Date: July 8, 2025

ATTEST:



Witness
Print Name: Ron Flack, Jr.
Date: July 8, 2025