



GUILFORD COUNTY CONTRACT NO. 90260256
Parent Contract No. N/A

THIS CONTRACT is hereby made, entered into, and effective as of April 1, 2026, by and between GUILFORD COUNTY ON BEHALF OF THE GUILFORD COUNTY SHERIFF'S OFFICE, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "COUNTY," and UHS High Point OUD, LLC dba Foundations Health-High Point, hereinafter referred to as the "CONTRACTOR," and also collectively referred to as the "Parties."

WITNESSETH:

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 CONTRACTOR and the CONTRACTOR agrees to provide the items, goods, service or services to the COUNTY in accordance with the terms of this Agreement,

WHEREAS, the CONTRACTOR will provide evidence-based substance use disorder services for incarcerated individuals housed in the Greensboro Detention Center (201 South Edgeworth Street, Greensboro) and High Point Detention Center (507 East Green Drive, High Point), including services after release in order to increase connection to treatment and recovery support services (BID 20299),

WHEREAS, the purpose of the program is to reduce the recidivism rate of these individuals by 50% over the life of the agreement. Pre-release services improve reentry outcomes, reduce relapse and recidivism, increase mental health treatment, community engagement and employment outcomes, and

WHEREAS, the CONTRACTOR has submitted a proposal to provide such services.

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

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

1.1 CONTRACTOR shall provide the following staff to perform services as set forth in Attachment A. The Guilford County Sheriff's Office has discretion to approve or disapprove of

contract staff members selected by the CONTRACTOR for a position. All staff must also pass a required background check for working in the Detention Centers.

- Licensed Clinical Case Manager must be an LCSW/A or LCHMC/A who is licensed to practice in North Carolina. The person will work 40 hours a week in Greensboro and High Point providing project oversight, clinical assessments, and brief interventions for the participants in the program. This person will also be responsible for holistic comprehensive case planning, record keeping, and providing necessary information to the researcher. The Clinical Case Manager will utilize evidence-based and best practice interventions including Cognitive Behavioral Therapy, Motivational Interviewing, and Trauma-informed care, tailored to the unique needs of our diverse population. Experience in working with SMI and SUD is also highly preferred.

The budgeted amount for this position, including salary and fringe benefits, for the first 18 months is \$132,188.00, and \$91,812.00 for an additional 12 months upon contract renewal/extension for a total of \$224,000.00 for the contract term.

- Licensed Clinical Addiction Specialist will work 40 hours per week and conduct comprehensive clinical assessments and consultations with the inmates and staff at both Detention Centers. Access to assessments and recommendations will allow client centered linkage to community services. This person will focus on inmates who are on a detox protocol but who are not participating in the MAT (Medication Assisted Treatment) program.

The budgeted amount for this position, including salary and fringe benefits, for the first 18 months is \$120,490.00, and \$83,676.00 for an additional 12 months upon contract renewal/extension for a total of \$204,166.00 for the contract term.

- Community Health Worker must be a frontline public health worker who is a trusted member of and/or has a close understanding of the community served. There are certification levels of 1 - 4 in North Carolina. The person can meet any certification level (1 - 4). The person must have at least a High School diploma or equivalent with at least 4 years of relevant experience, or a bachelor's degree in a related field. The person will work 40 hours a week and provide care coordination, site visits, linkage to outside agencies for referral, coordination with probation/parole, reentry, and follow-up care post release.

The budgeted amount for this position including salary and fringe benefits for the first 18 months is \$114,561.00, and \$79,572.00 for an additional 12 months upon contract renewal/extension for a total of \$194,133.00 for the contract term.

- Qualified Mental Health Professional must hold a minimum of a bachelor's degree in a related field, and at least one year of full time, post graduate MH/DD/SAS experience with the population served, or be a substance abuse professional with one year of full time, post degree supervised experience in alcoholism and drug abuse counseling. Experience working with the justice involved is preferred. The person will work 40 hours a week and provide crisis response support, linkage to outside agencies to whom participants have been referred, care coordination, and connection to Emergency Departments and the Behavioral Health Urgent Care Center.

The budgeted amount for this position, including salary and fringe benefits for the first 18 months is \$107,957.00, and \$74,976.00 for an additional 12 months upon contract renewal/extension for a total of \$182,933.00 for the contract term.

- Certified Peer Support Specialist 1 will work 40 hours per week under the supervision of the Clinical Case Manager. The person must be trained in peer counseling, life skills, and the impact of reentry on individuals. This person will provide in-service to inmates in the Detention Centers, information and referrals, assistance with case planning and discharge planning, transportation and/or transportation coordination, other biopsychosocial needs, and ensure a warm hand-off to post release providers with an individualized plan.

The budgeted amount for this position, including salary and fringe benefits for the first 18 months is \$90,684.00, and \$62,916.00 for an additional 12 months upon contract renewal/extension for a total of \$153,600.00 for the contract term.

- Certified Peer Support Specialist 2 will work 40 hours per week under the supervision of the Clinical Case Manager. They must be trained in peer counseling, life skills, and the impact of reentry on individuals. This person will provide in-service to inmates in the Detention Centers, information and referrals, assistance with case planning and discharge planning, transportation and/or transportation coordination, other biopsychosocial needs, and ensure a warm hand-off to post release providers with an individualized plan.

The budgeted amount for this position, including salary and fringe benefits for the first 18 months is \$90,684.00 and \$62,916.00 for an additional 12 months upon contract renewal/extension for a total of \$153,600.00 for the contract term.

2. PAYMENT AND PRICING. As full compensation for the CONTRACTOR'S delivery of the goods and/or services, the COUNTY agrees to pay the amounts for the goods and/or services as set out herein and in Attachment B, which is attached hereto and incorporated herein by reference. Payment will be made by the COUNTY to CONTRACTOR within thirty (30) days of receipt of a correct invoice and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract. The Parties acknowledge and agree that all payments to CONTRACTOR are contingent upon the continued availability of federal funding for the Department of Justice Comprehensive Opioid, Stimulant, and Substance Use Site-Based Program Grant described in paragraph 4 below. Salaries listed in this contract are for budgeting and grant administration purposes only and do not constitute a requirement or directive regarding compensation set by the CONTRACTOR.

For the period of April 1, 2026 through September 30, 2027, employee salaries in the amount of \$656,564.00 and authorized expenses listed below in the amount of \$31,368.00 are included in the Contract, for a total contract price of \$687,932.00 for the initial eighteen (18) month term. If an additional twelve (12) month extension is exercised, employee salaries in the amount of \$455,868.00 and authorized expenses listed below in the amount of \$21,102.00 are included, for a total renewal price of \$476,970.00 for the extension term.

In addition to the salaries listed above, the following expenses are authorized under this contract:

- CONTRACTOR's staff cellphone stipend for the first 18 months is \$2,100.00, and \$1,500.00 for an additional 12 months upon contract renewal/extension.
- General Office supplies for the first 18 months are \$5,400.00, and \$3,600.00 for an additional 12 months upon contract renewal/extension.
- Printing/Publication expenses for the first 18 months are \$5,400.00, and \$3,600.00 for an additional 12 months upon contract renewal/extension.
- CONTRACTOR's staff mileage expenses for the first 18 months are \$18,468.00, and \$12,402.00 for an additional 12 months upon contract renewal/extension.

3. MAXIMUM EXPOSURE CONTRACT. The maximum financial exposure to the COUNTY under this Contract will not exceed \$1,164,902.00. Payment will be made only from budgeted funds in accordance with N.C.G.S. Chapter 159.

4. SOURCE OF FUNDING AND GRANT CONDITIONS. CONTRACTOR is bound by the terms and conditions of the Department of Justice Comprehensive Opioid, Stimulant, and Substance Use Site-Based Program (COSSUP) Grant awarded to Guilford County on behalf of the Guilford County Sheriff's Office attached hereto and incorporated herein by reference as Attachment C. Attachment C contains fifty-one (51) grant conditions (hereinafter "the Conditions") issued by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance for this grant and contained in its grant award letter to the Recipient dated November 15, 2024. While the Recipient (COUNTY) must comply with all these Conditions, many also apply to the Sub-recipient (CONTRACTOR), including condition numbers 1-3, 6-7, 9, 12-13, 15-16, 18-20, 23-24, 26, 28, 29, 30-31, 34-35, 38, and 48. By executing this Contract, CONTRACTOR expressly attests that it either already complies with all 51 conditions in Attachment C or will comply with those conditions applicable to Sub-recipients.

5. 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.G.S. §153A-13.

6. TERM. Unless terminated as provided herein, this Contract shall be in effect for eighteen (18) months, beginning April 1, 2026, and ending September 30, 2027. This Contract may be extended for one (1) additional twelve (12) month period, contingent upon the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance granting an extension of funding for the performance period beyond September 30, 2027. COUNTY does not guarantee the availability of funding or the approval of any extension beyond September 30, 2027. Any extension shall be subject to written approval by both Parties, with the same terms and conditions herein, and contingent upon confirmation of continued Federal funding.

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

8. DELIVERABLES. As set forth in Attachment A, the purpose of the grant funded COSSUP program is to focus on law enforcement deflection and diversion, evidence based SUD treatment related to opioids, stimulants, and other illicit drugs, Medication Assisted Treatment, contingency management, motivational interviewing, harm reduction activities, recovery support, embedding social workers, peers, and persons with lived experience in order to increase their connection to treatment and recovery support services. CONTRACTOR's performance shall be measured quarterly according to the following:

Performance Measure 1. Reduce the average daily number of people being placed on the Clinical Opiate Withdrawal Scale or other detox protocols by 50%

Performance Measure 2. Reduce the recidivism rate by 51% that is directly related to SUD (Substance Use Disorder)

Performance Measure 3. Increase the identification and diagnosis of individuals with previously unrecognized mental health and/or substance use disorders among those who are incarcerated or are being released from incarceration, and ensure they are connected to appropriate treatment, recovery, and reentry support services.

9. KEY PERSONNEL. CONTRACTOR shall identify all personnel by name in Attachment D (Key Personnel) who will be involved in performing the Scope of Work in Attachment A and otherwise administering the CONTRACT. CONTRACTOR must commit all support staff to full participation in training provided through or identified by the Guilford County Sheriff's Office (GCSO). The GCSO has the discretion to approve or disapprove of staff members selected by the Awarded CONTRACTOR for the position. All applicants will participate in a panel interview and subsequently meet with the Sheriff. CONTRACTOR shall notify Guilford County of any changes to these personnel within thirty (30) days of the change.

10. LICENSES, CERTIFICATIONS, PERMITS, ACCREDITATION. CONTRACTOR shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to Guilford County proof of licensure, certification, permit or accreditation as required for their respective positions prior to providing services.

11. INITIAL IMPLEMENTATION PLAN. Within thirty (30) calendar days of full execution of this Contract, defined as the date of the last required signature, CONTRACTOR shall submit a written implementation plan to the COUNTY. This plan shall include, at a minimum, the following: (1) the name and title of the individual responsible for monthly reporting of activities and performance measures; (2) a detailed timeline for hiring of all required staff and implementing all program services; (3) the name and title of the individual responsible for providing ongoing training and supervision for staff; and (4) a description of the system(s) that will be used to securely maintain and manage program data and client information. Timely submission of this plan is a condition precedent to the release of program funds.

12. ONGOING PROGRAM REPORTING. CONTRACTOR shall submit to the COUNTY's Behavioral Health Coordinator and Grants Manager monthly reports of items listed below and provide a quarterly report summary on performance measures outlined in Attachment

A. The following data will be collected and reported monthly includes but are not limited to the following items:

- Unduplicated number of individuals served
- Number of sessions with participants
- Number of referrals for treatment and recovery support
- Aggregated demographic information, race, age, and gender identity of individuals served
- Explanation of expenditures
- Follow-up reports six (6) months post-release for participant status regarding relapse or recidivism, housing, and employment
- Each quarter of data will be compiled and reported to the GCSO and the State of North Carolina

<u>QUARTERLY REPORT</u>	<u>PERIOD OF PERFORMANCE DEADLINES</u>
April 10	January 1 – March 31
July 10	April 1 – June 30
October 10	July 1- September 30
January 10	October 1 – December 31

This provision shall survive the expiration or termination of this CONTRACT with respect to any reports which the CONTRACTOR is required to submit to Guilford County following the expiration or termination of this Agreement.

13. RECORDS. The CONTRACTOR shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices, and procedures.

The CONTRACTOR shall submit to the COUNTY a quarterly performance report and an annual status report on all program activities, including a summary of the accomplishment of stated goals and objectives.

All software and electronic systems provided by the COUNTY, including case management and other grant-funded systems, shall remain the property of the COUNTY. The COUNTY shall have sole ownership, control, and access to all data entered or maintained by the CONTRACTOR in such systems. The CONTRACTOR shall cooperate fully to ensure the COUNTY has immediate access to all data, reports, and system outputs necessary to meet program, audit, and federal reporting requirements.

14. TERMINATION.
TERMINATION WITHOUT CAUSE.

COUNTY may terminate this Contract without cause or penalty upon serving a thirty (30) days 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 deliverables 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, through any cause, the CONTRACTOR shall fail to fulfill its obligations under this contract in a timely and proper manner, the COUNTY shall have the right to terminate this Contract by giving written notice to the CONTRACTOR and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the CONTRACTOR under this contract shall, at the option of the COUNTY, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the CONTRACTOR'S breach of this Agreement, and the COUNTY may withhold any payment due the CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due the COUNTY from such breach can be determined. In case of default by the CONTRACTOR, without limiting any other remedies for breach available to it, the COUNTY may procure the contracts services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the CONTRACTOR shall be an act of default under this Contract.

15. 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.

16. EQUAL EMPLOYMENT OPPORTUNITIES. 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.

17. 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, “Contractors 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.

18. 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
P.O. Box 3427 (zip code 27402)
301 West Market Street
Greensboro, NC 27401

UHS High Point OUD, LLC dba Foundations Health-High Point
Attention: Matt Peterson, President
2626 Glenwood Ave., Ste 550
Raleigh, NC 27608

19. INDEPENDENT CONTRACTOR/INDEMNIFICATION CONTRACTOR 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 CONTRACTOR or any employee or agent of

CONTRACTOR. CONTRACTOR 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. The COUNTY shall not be liable or responsible for indemnifying or holding harmless the CONTRACTOR or any CONTRACTOR's employees or agents.

20. ASSUMPTION. If CONTRACTOR should undergo merger, acquisition, bankruptcy or any change in their ownership or their name for any reason, CONTRACTOR 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, CONTRACTOR will submit the name and address of the assuming CONTRACTOR'S registered agent for service of process and/or all notices required under this Contract.

21. 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.

22. 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 CONTRACTOR 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 CONTRACTOR.

23. 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.

24. GUILFORD COUNTY LIABILITY INSURANCE REQUIREMENTS.

WORKERS COMPENSATION: CONTRACTOR agrees to maintain coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with limits of at least \$1,000,000.00 for each accident, \$1,000,000.00 for each employee, with at least a \$1,000,000.00 aggregate policy limit.

COMMERCIAL PROFESSIONAL LIABILITY: CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000.00 per occurrence, per location, single limit for bodily injury liability and property damage liability, with at least a \$2,000,000.00 aggregate limit.

BUSINESS AUTO LIABILITY: CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000.00 per accident combined single limit for bodily injury liability and property damage. This should include owned vehicles, plus hired and non-owned vehicles.

COMMERCIAL GENERAL LIABILITY: CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000.00 per occurrence, per location, single limit for bodily injury liability and property damage liability, with a \$2,000,000.00 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.

UNDERWRITING, ADDITIONAL INSURED, AND CANCELLATION NOTICE REQUIREMENTS:

All insurance shall be written by companies with an AM Best rating "A" or higher. CONTRACTOR shall be permitted to maintain a program of insurance, self-insurance, captive insurance, or any combination thereof to comply with the insurance requirements within this Agreement. Except with respect to workers' compensation and professional liability insurance, which shall not be required to name the COUNTY as an additional insured, GUILFORD COUNTY shall be named as an additional insured on CONTRACTOR insurance policies, which shall be primary and not contributory to any other insurance that may be available to the COUNTY. Such certificates shall require that the policies shall not be canceled or reduced in coverage until thirty (30) days written notice of such cancellation or reduction has been received by CONTRACTOR and GUILFORD COUNTY.

MAINTENANCE OF INSURANCE COVERAGE AND RENEWAL DOCUMENTATION: CONTRACTOR shall maintain current, valid insurance policies meeting the requirements stated herein for the duration of the Agreement. Certificates of Insurance ("COIs") evidencing such coverage shall be provided to the COUNTY annually and upon any renewal, replacement, or material change in coverage during the term of the Agreement. Updated COIs shall be sent to the COUNTY at the below address thirty (30) days prior to any expiration date.

Upon the COUNTY'S offer of award of this Agreement, CONTRACTOR will provide COIs for meeting the required insurance provisions. The Certificate of Liability shall state, "Guilford County is added as an additional insured as evidenced by the endorsement attached to this Certificate," except with respect to workers' compensation and professional liability insurance. CONTRACTOR will provide copies of insurance certificate(s) Guilford County Purchasing with their award package.

All insurance documents required under this Contract shall be forwarded to:

GUILFORD COUNTY
Attention: Risk Management
301 West Market Street
Greensboro, NC 27401

Reference: GUILFORD COUNTY CONTRACT NO. 90260256

With CONTRACTOR'S NAME: UHS High Point OUD, LLC dba Foundations Health-High Point

In the event CONTRACTOR fails to maintain and keep in force for the duration of this Contract the insurance required herein, the COUNTY may cancel and terminate this Contract without notice.

25. 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.

26. JURISDICTION and VENUE. 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. An Affidavit Regarding E-Verify is attached hereto and incorporated herein by reference within Attachment B. All actions filed under this Contract shall be filed in Guilford County Superior Court.

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 Sheriff's Office

Victor Isler
Guilford County Manager

Date: _____

ATTEST:

Robin B. Keller
Guilford County Clerk to Board

Date: _____

Danny H. Rogers
Guilford County Sheriff

Date: _____

Wayne Abraham
Project Director, Grants & Management Analyst

UHS High Point OUD, LLC dba Foundations Health-High Point



Print Name: CHRIS HASSAN

Title: VICIA PRESIDENT

Date: 3/17/2026

ATTEST:



Witness

Print Name: Melissa Goyen

Date: 3/17/2026