

# ADDENDUM TO PROGRAM AGREEMENT

**This Addendum, effective July 1, 2026, is entered into by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina hereinafter referred to as the "COUNTY" and NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, hereinafter referred to as "DPS".**

## **WITNESSETH:**

**WHEREAS**, AGENCY entered into an agreement with the North Carolina Department of Public Safety ("DPS") under which AGENCY will provide HEARTH Transitional Living Program (HEARTH TLP) services ("the AGENCY - DPS Agreement");

**WHEREAS**, COUNTY is not a party to the AGENCY - DPS Agreement, the terms, rights, and duties of which exist only between AGENCY and DPS;

**WHEREAS**, AGENCY and DPS desire for payments from DPS to AGENCY under the AGENCY - DPS Agreement to be handled through DPS's "NC ALLIES" system;

**WHEREAS**, to facilitate this payment method, AGENCY and DPS have asked that COUNTY serve as a payment processor, utilizing the NC ALLIES system, whose sole role shall be to receive DPS's payments intended for AGENCY under the AGENCY - DPS Agreement and to disburse those payments to AGENCY; and

**WHEREAS**, The Program Agreement is a standard template and cannot be modified but must be attached to the CONTRACT in order for the NC ALLIES system to operate; and

**WHEREAS**, The COUNTY has agreed to accept the limited role of payment processor provided the obligations of the Program Agreement attached to this contract shall have no effect on the obligations of the COUNTY to monitor, supervise, or provide oversight to the administration of the AGENCY's program.

**WHEREAS**, COUNTY has agreed to accept this limited role on the terms set forth herein;

**NOW, THEREFORE**, in consideration of the following, the Parties hereto do mutually agree as follows:

- A.** The parties of this Addendum agree to enter into this Agreement that nothing in the attached Program Agreement which is a standard state-wide template generally applicable to JCPC funded agreements, will apply to the COUNTY when the COUNTY acts as the payment processor for DPS pass through funding programs.
- B.** The use of such funds shall be in accordance with the terms of the applicable pass-through funding agreement but that the COUNTY shall not have any oversight or

C. The COUNTY shall not have any obligations or responsibilities to review and approve program agreement revisions received from the Sponsoring Agency and sent to DPS when the County acts as the payment processor for DPS pass through funding programs.

**D.** This Addendum supplements, modifies and amends any and all agreements, whether oral or written, between the parties involving the application of the obligations and responsibilities of the COUNTY in accordance with the Program Agreement when the COUNTY is acting as a pass-through payment processor.

E. The terms and provisions of the Addendum shall supersede any other conflicting or inconsistent terms and provisions in any agreements between the parties, including all exhibits or other attachments thereto and all documents incorporated therein by reference.

GUILFORD COUNTY

Toy Beeninga  
Deputy Guilford County Manager

Robin Keller  
Guilford County Clerk to Board

NORTH CAROLINA DEPARTMENT OF  
PUBLIC SAFETY

Date \_\_\_\_\_

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

Print Name

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Print Name

Title