



Alamance County, North Carolina State Grant Subrecipient Agreement 2023-2024

THIS CONTRACTUAL AGREEMENT, made and effective this _____ day of _____, 2024, by and between Alamance County, North Carolina, a body corporate and politic (hereinafter “County”) and Vaya Health, a North Carolina Local Government Entity/ Managed Care Organization as that term is defined at N.C.G.S. § 122C-3(20c) (hereinafter "Vaya") (collectively hereinafter "Parties") (hereinafter “Vaya”).

WITNESSETH:

WHEREAS, County desires to provide funding to certain agencies in furtherance of the provision of public services to Alamance County residents;

NOW, THEREFORE, in consideration of the mutual recitals, promises, and covenants set forth herein, the parties hereto agree as follows:

1. **Amount and Terms of Grant.** The Alamance County Board of Commissioners agrees to fund Vaya in the amount of five hundred thousand dollars (\$500,000.00) (“Grant Funds”) to provide funding for the program as described in Vaya’s scope of work.
2. **Payment.** County shall pay Vaya in full within 30 days of agreement execution. County, in its sole discretion, may amend, delay, or cancel such payments to Vaya without notice. Vaya shall submit invoices and supporting documentation for all expenditures made using these funds to Alamance County by July 31, 2024.
3. **Services Provided.** The funds herein supplied to Vaya are for the purpose of payment of the lease for the Alamance County Behavioral Health Center, located at 963 Kirkpatrick Road, Burlington NC for the period July 1, 2023 – June 30, 2024. None of the Grant Funds authorized for payment herein may be used for any purpose not specifically determined by the County to be a public service, and in no circumstances may they be used for any purpose other than for the performance of the services or functions detailed in the list furnished to, and approved by, the County without the written consent of the County Manager.
4. **Financial Recordkeeping/ Reporting.** Any entity receiving Grant Funds in excess of \$5,000.00 annually shall provide its latest annual financial statements to County’s Finance Officer

no later than December 31, 2024. The County Finance Officer is authorized to waive this due date in his/her sole discretion and for good cause shown. Payment of additional Grant Funds may be delayed pending receipt of this financial information. County reserves the right to require Vaya to provide audited financial statements if deemed appropriate by County's Finance Officer or as otherwise required by law.

Vaya shall, at all times, account for all Grant Funds received from County under this Grant Agreement and all expenditures made from Grant Funds. Entities shall provide, upon request from County, any relevant agency financial statements, as well as an affidavit providing and attesting to the financial condition of the organization and the expenditure of the Grant Funds. Vaya will report any stolen, misappropriated, mislaid, or lost Grant Funds to County within one business day of any such loss. All financial and programmatic documentation related to this grant must be retained for five (5) years following the grant term expiration.

5. **Interest.** County may earn interest on the allocation from the State. If so, this interest will be disbursed to Vaya based on the available cash balance. Any such dispersed interest must be spent in the same manner as the grant funds. Also, if Vaya places these funds in an interest bearing account, any interest earned on these funds must be spent in the same manner as the grant funds. Any interest earned by County or Vaya should also be included on any required reports.

6. **Term of Grant Agreement.** This Grant Agreement shall begin on the date of execution and shall expire on June 30, 2024. Failure to comply with any of the above requirements may result in suspension of current funding and/or elimination of future funding.

7. **Governing Law.** This Agreement and the rights and obligations to the parties hereunder shall be construed and governed by the laws of the State of North Carolina and venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Alamance County, North Carolina.

8. **Entire Agreement.** This Agreement contains the entire agreement between the parties pertaining to the subject matter of the Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the Agreement.

9. **Waiver.** A waiver of any provision of the Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

10. **Status of Parties.** Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between the Parties. Vaya and its employees and representatives are independent contractors, solely responsible for its or their performance or non-performance under the Agreement and shall have no legal authority to bind County. Furthermore, no employee or contractor of Vaya will be construed as an employee of Alamance County should Vendor fail to maintain workers' compensation insurance as required by law.

11. **Assignment and Subcontracting.** Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Vaya without prior written consent of County, which consent may be withheld in County's sole discretion.

12. **Binding Effect.** This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns, if such assignment has been approved by the County.

13. **Modifications.** This Agreement may be amended or modified only by the mutual written consent of the parties. A modification is not enforceable against the County unless it is signed by the County Manager or other duly authorized official.

14. **Indemnity.** Vaya agrees to indemnify and hold harmless County, its officers, elected officials, agents, appointees, and employees from any and all claims, actions, lawsuits, losses, damages, expenses, judgments, or liabilities of any kind whatsoever (including without limitation, cost of defense and attorney fees) suffered by County and proximately caused by an act or omission of Vaya, its contractors, subcontractors, agents, or employees.

15. **Severability.** If any provision of this Agreement is held unenforceable, then it shall be stricken and all remaining provisions of this Agreement shall remain in full force and effect.

(Only Signature Page Follows)

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

Alamance County

By: _____

Heidi York, County Manager

Vaya Health

By: _____

Name: Tracy Hayes

Title: Area Director and Chief Executive Officer

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act, N.C.G.S. § 159-28.

SUSAN EVANS, ALAMANCE COUNTY FINANCE OFFICER
