

**AGREEMENT
BETWEEN ALLIANCE HEALTH AND
WAKE COUNTY**

THIS AGREEMENT is made and entered into **November 1, 2024**, by and between the **ALLIANCE HEALTH** a political subdivision of the state of North Carolina and a Local Management Entity/Managed Care Organization as those term is defined in NCGS 122C-3 (hereinafter referred to as “**Alliance**”) and the **COUNTY OF WAKE** a political subdivision of the state of North Carolina (hereinafter referred to as the “**County**”) and, collectively referred to as the Parties.

WITNESSETH:

WHEREAS, Wake County is renovating Wakebrook for the purposes of expanding Adult Behavioral Health Urgent Care (hereinafter “**BHUC**”) services; and

WHEREAS, Alliance received an Allocation Letter from the North Carolina Department of Health and Human Services, Division of Mental Health, Developmental Disabilities and Substance Use Services to support the development and operation of the Wakebrook Adult BHUC (Allocation # 25-A-28); and

NOW THEREFORE, for and in consideration of mutual covenants herein and the mutual benefits to result therefrom, the parties hereby agree as follows:

SECTION 1. FUNDING. Alliance shall provide to the County funding in the amount of Two Million Three Hundred Ninety-two thousand and sixty-five dollars (**\$2,392,065.00**) in State Funds on a one-time basis (hereinafter referred to as the “**Funds**”) to support the development and operation of the Wakebrook Adult BHUC. **Eligible expenditures must be incurred during the period of July 1, 2024 through June 30, 2025. If the funds are not full expended by June 30, 2025, the parties agree to seek an extension from the North Carolina Department of Health and Human Services.**

SECTION 2. USE OF FUNDS. The Funds shall be used exclusively to support the development and operation of the Wakebrook Adult BHUC. The County shall promptly return, without the necessity of a request from Alliance, any portion of the Funds not used for such purpose. No substantial changes in the purposes, term or conditions may be made without a prior written amendment to this Agreement. In the event it is determined by Alliance that the County expended any amount of Funds in violation of the funding requirements or this Agreement, the County shall be required to return that amount of money to Alliance. The implementation of this Agreement shall be carried out in strict compliance with all Federal, State, and local laws.

SECTION 3. PAYMENT OF FUNDS. Alliance shall reimburse the County for Qualified Expenses incurred. The County shall submit a completed Alliance Non-UCR Invoice Template that lists Qualified Expenses and supporting documentation. Supporting documentation includes, but is not limited to, receipts of purchases, itemized invoices and other documentation on how the expense is related to the deliverable. If proper supporting documentation is not provided with the Invoice Template, further payments may be withheld. **See Attachment 1: Alliance Non-UCR Invoice Template.**

- a) The County shall prepare and submit the Invoice for payment to: accountspayable@alliancehealthplan.org, unless otherwise directed by Alliance.
- b) Electronic reporting must be submitted in accordance with the privacy and security requirements set forth in Section 16 – Confidentiality.
- c) All payments of Funds will be made via electronic funds transfer within 30 days of invoice approval.

SECTION 4. TERM. The term of this Agreement shall **August 1, 2024**, and end the earlier of **June 30, 2025**, or upon expenditure of all of the Funds (the “**Term**”).

SECTION 5. TERMINATION. This Agreement may be terminated immediately for cause by the nonbreaching party notifying the breaching party in writing of a failure to perform the provisions of this Agreement. This Agreement may also be terminated immediately by Alliance if the Funds are no longer available to Alliance. The termination shall be effective upon receipt of the notice of termination. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

SECTION 6. REPORTING. Within 60 days from the end of the Term, unless otherwise agreed to, the County and Alliance shall develop an end of year report detailing the overall utilization rate and utilization of the BHUC by participant county of residence and recidivism rates.

SECTION 7. NO WARRANTY BY ALLIANCE: Alliance makes no warranty, either express or implied, that the Funds are or will be sufficient to pay all or any particular portion of the cost of the Adult BHUC development and operation.

SECTION 8. AMENDMENTS. This Agreement may be amended at any time upon mutual written agreement of Alliance and the County.

SECTION 9. GOVERNING LAW. This Agreement shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Agreement shall be brought in the General Court of Justice in the County of Wake and the State of North Carolina.

SECTION 10. NO THIRD-PARTY BENEFICIARIES: This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the parties hereto and shall not confer any rights or remedies upon any person or entity other than the parties hereto.

SECTION 11. ENTIRE AGREEMENT This Agreement together with the agreements referenced in this Agreement, shall constitute the entire understanding between Alliance and the County and shall supersede all prior understandings and agreements relating to the subject matter hereof.

SECTION 12. SEVERABILITY. In the event any provision of this MOU is adjudged to be unenforceable or found invalid, such provision shall be stricken and the remaining provisions shall be valid and enforceable.

SECTION 13. NOTICE. Any and all notices, designations, consents, offers, acceptances, or any other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, to the respective Parties at the addresses listed below, unless each party has notified the others of a different address by means of the notification formalities described in this paragraph.

If to Alliance Health: Attention: Robert Robinson, CEO
5200 West Paramount Parkway Suite 200
Morrisville, North Carolina 27560

If to Wake County: Attention: Denise Foreman
Wake County Manager's Office
PO Box 550
Raleigh, NC 27602

SECTION 14. AUDIT RIGHTS. For all Services being provided hereunder, Alliance shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services identified in this contract. Audits shall take place at times and

locations mutually agreed upon by both parties. Notwithstanding the foregoing, the County must make the materials to be audited available within two (2) weeks of the request for them.

SECTION 15. Intentionally Deleted

SECTION 16. CONFIDENTIALITY. The Parties hereto agree to comply with any and all applicable laws and regulations concerning the confidentiality of participant records, files, or communications in addition to the terms of this Agreement. All parties agree to secure privacy, confidentiality, and integrity of participant, employee, and administrative data. Electronic exchange of confidential information of any email, which will include invoices, customer billing information, and any other information regarding the service delivery of the customer, must be sent and received via encrypted methods.

IN WITNESS WHEREOF, Alliance and County have authorized this Agreement to be executed and attested by their undersigned officers, to be effective from and after the date first written above.

WAKE COUNTY

David Ellis, County Manager

Date

ALLIANCE HEALTH

Robert Robinson, CEO or Designee

Date

This instrument has been pre-audited
in the manner required by the
Local Government Budget and Fiscal Control Act.

Alliance Health, Finance Officer (or Designee)

Date

Attachment 1
Alliance Non-UCR Invoice Template

Download the Alliance Non-UCR Invoice Template:

<https://www.alliancehealthplan.org/resources/document-library/>

Please reference the assigned Alliance Health Project ID Number (see below) when submitting invoices.

Contract Number:

Project ID Number:

Start Date: August 1, 2024

Completion Date: June 30, 2025