

## **ASSIGNMENT OF FOSTER CHILD REINVESTMENT AGREEMENT**

This Assignment of Foster Child Reinvestment Agreement (“Assignment”) is entered into between Cardinal Innovations Healthcare (“Cardinal”), with a principal place of business at 10150 Mallard Creek Road, Suite 400, Charlotte, NC 28262; Vaya Health (“Vaya”), with a principal place of business at 200 Ridgefield Court, Asheville, NC 28806; and Rowan County, with a principal place of business at 130 W Innes Street, Salisbury, NC 28144. Individually, Cardinal, Vaya, and the County may be referred to as a “Party” and collectively as the “Parties”. Any capitalized term not otherwise defined in this Assignment shall have the same meanings and definitions as set forth in the Agreement.

### **RECITALS**

**WHEREAS**, Cardinal and the County are both Parties to an agreement entitled “Foster Child Reinvestment Agreement” with an Effective Date of April 1, 2021 (“Agreement”).

**WHEREAS**, Cardinal and the County entered into the Agreement for the purpose of supporting children entering custody of the County in recognition of the systemic challenges present in supporting such children.

**WHEREAS**, effective January 1, 2022, the County will be leaving Cardinal’s catchment area and will be part of Vaya’s catchment area. As such, effective January 1, 2022, Medicaid and other publicly-funded mental health, intellectual/developmental disability, and substance use disorder services for residents of the County will no longer be managed by Cardinal and will instead be managed by Vaya.

**WHEREAS**, Vaya wishes to assume Cardinal’s obligations under the Agreement through the end of the Agreement’s existing term, and Cardinal wishes to assign the Agreement to Vaya.

**WHEREAS**, the County wishes to continue its obligations under the Agreement with Vaya.

**WHEREAS**, for good consideration and in accordance with the terms and conditions herein, Cardinal, Vaya, and the County agree as follows:

**I. Assignment to Vaya.** All of Cardinal’s rights and obligations under the Agreement are hereby assigned to Vaya. Vaya assumes any and all of Cardinal’s rights and obligations under the Agreement, and Cardinal is excused from and has no further performance obligations under the Agreement. For avoidance of doubt, effective as of January 1, 2022, the Parties to the Agreement are Vaya and the County, and Cardinal is no longer a Party to the Agreement.

**II. No other Modifications to Agreement.** Nothing in this Assignment is intended to modify any other terms of the Agreement. All of the terms and conditions of the Agreement not modified by this Assignment remain in effect. To the extent the County or Vaya wish to modify any other terms of the Agreement going forward, the County and Vaya shall mutually agree to do so in writing. For avoidance of doubt, unless otherwise agreed to by Vaya and the County, the Agreement shall expire as of its own terms as of June 30, 2022, pursuant to Section 8 of the Agreement.

**III. Effective Date.** This Assignment is effective as of January 1, 2022 (the “Assignment Effective Date”).

**WHEREAS**, this Assignment is entered into as of the Assignment Effective Date by the Representatives of the Parties identified below:

Cardinal Innovations Healthcare:

Rowan County:

\_\_\_\_\_

\_\_\_\_\_

(ADOPTED SEAL)

(ADOPTED SEAL)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Vaya Health:

\_\_\_\_\_

(ADOPTED SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

This Agreement has been pre-audited in the manner required by N.C. Gen. Stat. Chapter 159, Article 3, the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_