

GRANT AGREEMENT

This *Grant Agreement* (the "Agreement") is entered into as of the later date signed below, by and between **Community Care of North Carolina, Inc.**, a North Carolina nonprofit corporation ("CCNC"), and **Guilford County, on behalf of the Guilford County Department of Health & Human Services-Division of Public Health**, a North Carolina governmental entity ("Practice").

RECITALS:

- A. CCNC is a North Carolina nonprofit corporation committed to improving the health and quality of life of all North Carolinians through support of the patient-centered advanced medical home model and innovative programs that support healthcare providers and recipients.
- B. CCNC is the sole member and owner of Community Care Physician Network, LLC ("CCPN"), a clinically integrated network of independent primary care physicians throughout the state of North Carolina.
- C. Practice is a primary care practice that treats patients with diabetes; and a member of CCPN.
- D. CCNC is working with Abbott Laboratories ("Abbott") to improve health care delivery and reporting for patients with diabetes in North Carolina; to which end Abbott is willing to provide select practices with its Afinion analyzer tool for use in detecting diabetes.
- E. CCNC wishes to provide Practice with funds to support implementation of the Afinion analyzer and use of CPT II codes to convey HbA1C values to payers, thereby improving health care delivery and reporting for diabetic patients.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, CCNC and Practice agree as follows:

- 1. **Grant.** CCNC hereby grants to Practice funds in the amount of **five thousand dollars (\$5,000.00)**, to be paid within thirty (30) days of execution of the Agreement.
- 2. **Term.** Unless terminated as provided herein, this Agreement shall be in effect for one (1) year, beginning June 1, 2025, and ending May 31, 2026.
- 3. **Acceptance and Use.** Practice hereby accepts the funds for use as described herein, in furtherance of CCNC's charitable purposes and at all times consistent with CCNC's charitable tax- exempt status. In consideration of its right to receive the funds, Practice agrees to use the funds in support of CCNC's goal of improving the health of diabetic patients in North Carolinians as follows:
 - a. CCNC will provide to Practice, or arrange for the provision of:
 - i. information regarding how practice will work with Abbott to acquire the Afinion point of care finger stick HbA1c analyzer tool for use with diabetic patients; and training from Abbott on the use of the tool.
 - ii. the above-referenced grant funds to offset the administrative cost of implementing the Afinion analyzer in practice workflow to allow Practice to perform tests on diabetic patients and to submit CPT II codes conveying Hemoglobin A1c values on payer claims.
 - iii. information in Practice Perfect highlighting patients in need of hemoglobin A1c testing.

- iv. coding information regarding how to bill for testing reimbursement.
 - v. training and support regarding use of CPT II codes to convey HbA1c values to payers to close care gaps for diabetes and improve chances for quality bonuses.
 - vi. administrative support with applying for necessary CLIA waiver if Practice does not already have such waiver.
- b. Benefits to Practice include:
- i. A1c values at point of care within approximately three (3) minutes.
 - ii. Ability to counsel patients and adjust medications based on real time lab values and ability to discuss any medication adherence barriers with patients.
 - iii. Ability to convey lab value to payer directly with CPT II codes to close care gaps and drive quality performance across all value-based contracts.
- c. Practice expectations include:
- i. Coordinate with Abbott for the placement or procurement of the Affinion analyzer tool within thirty (30) days of execution of this Agreement.
 - ii. Apply for CLIA waiver, if needed.
 - iii. Attend training for use of Abbott Affinion tool.
 - iv. Adopt workflow to take HbA1c values at point of care for all diabetic patients.
 - v. Use Practice Perfect to schedule patients with open HbA1c gaps across payers.
 - vi. Practice must use CPT II codes to convey A1c values to payers on all test results to receive CCNC support. Use of CPT II codes is an essential part of the program to improve reporting rates and requires Practice to commit to contributing in this way.

Practice agrees that it may be required to repay the grant if it fails to implement the analyzer tool and use CPT codes for at least one (1) year following installation of the tool.

4. **Confidentiality.**

- a. “**Confidential Information**” means any and all information of a commercial or proprietary nature disclosed by either party (as the “Disclosing Party”) to the other party (as the “Receiving Party”), and that is either (i) designated in writing as confidential or proprietary; or (ii) should reasonably be regarded as confidential or proprietary given the nature and circumstances of its disclosure.

“**Confidential Information**” does not include otherwise confidential or proprietary information Confidential Information that: (i) at the time of disclosure is, or thereafter becomes, generally available to and known by the public through no fault of the Receiving Party; (ii) was rightfully in the possession of the Receiving Party prior to receiving it from the Disclosing Party; (iii) at the time of disclosure is, or thereafter becomes, lawfully available from a third party source not subject to a duty of confidentiality to the Disclosing Party; or (iv) was or is independently developed without reference to, or use of, any of the Disclosing Party’s Confidential

Information.

- b. ***Obligations.*** The Receiving Party will: (i) hold Confidential Information in confidence, and secure and protect it as confidential and proprietary utilizing no less than the degree of care the Receiving Party uses to protect its own similar confidential information but in no case less than a reasonable degree of care; (ii) disclose Confidential Information only to its directors, officers, employees, agents, contractors or advisors ("Representatives") with a legitimate need to know the Confidential Information in connection with the Agreement, and who are bound in writing by confidentiality obligations at least as strict as those set forth herein; (iii) use the Disclosing Party's Confidential Information only as required in connection with performing services under the Agreement; and (iv) not reverse engineer, disassemble, decompile or create derivative works using the Disclosing Party's Confidential Information. The Receiving Party is and will remain solely and completely liable and responsible for any breach of the Agreement by the Receiving Party or its Representatives and will promptly notify the Disclosing Party if it becomes aware of any such breach and use reasonable efforts to minimize the damage from the breach.
 - c. ***Ownership.*** All Confidential Information of a Disclosing Party, and all rights, title, and interest therein, is and shall remain the sole and exclusive property of the Disclosing Party. Nothing in this Agreement shall constitute an express or implied transfer, conveyance, grant or license, or otherwise confer any right, title, interest, license or option in or to the Disclosing Party's Confidential Information, except the limited right granted to the Receiving Party herein.
- 5. **No Lobbying.** No part of the funds shall be used for the purpose of influencing legislation within the meaning of Section 4911(d) of the Code.
- 6. **Records and Reports.** Practice will maintain books and records in a manner that will provide CCNC with sufficient detail to review receipts and expenditure relating to the grant; and will make such records available for review upon reasonable notice during the term of the Agreement and for six (6) years after the final payment is received by Practice.
- 7. **Termination.**
 - a. ***For Convenience.*** Either may terminate the Agreement for any or no reason upon ninety (90) days' written notice to the other party.
 - b. ***For Cause.*** Any material breach of the Agreement must be cured within thirty (30) days of the breaching party receiving notice of the breach. If a cure is not made in this time, as determined solely by the non-breaching party, then the non-breaching party may terminate this Agreement.
 - c. ***Equitable Relief.*** Either party has the right to injunctive and other equitable relief to prevent or mitigate any disclosure or misuse of Confidential Information. These rights are cumulative and in addition to any other rights available to that party.
- 8. **Notices.**
 - a. ***Operational Notices.*** Day-to-day operational and administrative notices may be made by email to either party's designated contact(s) as identified by each party.
 - b. ***Legal Notices.*** Legal notices, to include allegations of breach or notice of termination, will be in writing and delivered personally or by certified or registered mail, return receipt requested, postage prepaid or by a nationally recognized courier (i.e., FedEx, UPS, or DHL), as follows:

Guilford County
301 W. Market Street
Greensboro, NC 27401
FAO: Victor Isler, Guilford County
Manager

With a copy by email (which does not
constitute notice) to:
plough@guilfordcountync.gov

Community Care of North Carolina, Inc.
110 Donmoor Court
Garner, NC 27529
FAO: General Counsel

With a copy by email (which does not
constitute notice) to:
LegalRequests@communitycarenc.org

9. **General.**

- a. ***Construction.*** Sections and headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The parties waive any common law or statutory rule of construction which favors the non-writing party.
- b. ***Amendments.*** This Agreement may be amended or modified only in a writing duly executed by both parties.
- c. ***Independent Contractors.*** The parties will at all times act and perform as independent contractors under this Agreement. In no event will the parties be deemed to have entered into a joint venture, agency, partnership, or employer-employee relationship; and Consultant will not have any claim against CCNC for employee benefits of any kind.
- d. ***Assignment.*** CCNC may assign or transfer this Agreement to any subsidiary or affiliate without prior authorization. No other assignments or transfers of this Agreement are permitted without the written authorization of the other party.
- e. ***Severability.*** If any of the provisions this Agreement are determined by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Agreement will remain in full force and effect and the invalid, void, or unenforceable provision will be deemed not part of the Agreement.
- f. ***Effect of Waiver.*** If either party waives the enforcement of any obligation or right created by this Agreement, that waiver shall not operate as or be construed as an amendment or modification of this Agreement. Further, such waiver will not bar any subsequent enforcement of any obligation or right created by this Agreement.
- g. ***Survivability.*** Any provisions of this Agreement, which by their nature extend beyond the term or expiration of the Agreement, will survive its termination or expiration.
- h. ***Governing Law.*** This Agreement will be governed by and construed under, and the rights and liabilities of the parties determined by, the laws of North Carolina.
- i. ***Integration.*** The Agreement constitutes the entire understanding of the parties related to its subject matter and supersedes all prior agreements, oral or written, relating to its subject matter.
- j. ***Duplicate and Electronic Originals.*** This Agreement may be executed simultaneously in one or more counterparts, each of which is deemed an original but all of which together constitute a single instrument. Copies transmitted electronically are the equivalent of originals, as are signatures applied to such documents.

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 Department of Health and Human
Services - Division of Public Health**

Community Care of North Carolina, Inc.

Scott Tremayne

Signed: 9/24/2025

Natalie Craver
Assistant Guilford County Manager

Scott Tremayne
Executive VP and CFO

ATTEST:

Robin B. Keller
Guilford County Clerk to Board

Courtney McFadden, MPH
Guilford County Health Director / Designee

Record of Signing

Scott Tremayne

Signed on 2025-09-24 18:01:55 GMT

Secured by Concord™
DocumentID: 0318SaWPNagBi8luUEcD46
SigningID: 0318SaWOHhgWLvViDOHNjl
Signing date: 9/24/2025
IP Address: 71.65.139.206
Email: stremayne@communitycarenc.org