



Sponsorship Agreement between
Blue Cross and Blue Shield of North Carolina and
Guilford County

This Sponsorship Agreement (“Agreement”), is made the 21st day of January 2025 (the “Effective Date”) between Blue Cross and Blue Shield of North Carolina (“Blue Cross NC”), an independent licensee of the Blue Cross and Blue Shield Association, having its principal place of business at 4613 University Drive, Durham, North Carolina, 27707, and Guilford County on behalf of Guilford County Health and Human Services – Division of Public Health (“Government Organization”), a North Carolina organization having a place of business at 1203 Maple Street, Greensboro, NC 27405.

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree, for themselves, their successors and assigns as follows:

1. **Use of Name and Publicity:** Government Organization may not use Blue Cross NC’s name, trademarks, logos, physical likeness or other symbol, or its employees, for any marketing, advertising or public relations purposes without Blue Cross NC’s prior written consent. Government Organization shall not have the right to issue press releases or make public statements or announcements without Blue Cross NC’s prior written consent. In the case of Blue Cross NC, such consent may only be obtained from its Corporate Communications Department or Blue Cross NC’s Authorized Representative. Government Organization shall allow a minimum of four weeks for Blue Cross NC to review any printed material with the Blue Cross NC name and/or logo prior to publication. Blue Cross NC may prevent or delay the publication of any printed material, which references Blue Cross NC’s name, trademark, logo, physical likeness or other symbol if the material is unacceptable to Blue Cross NC. In the event that the Government Organization does not secure proper Blue Cross NC approvals of use of name and publicity as stated herein, the Government Organization shall be held responsible as applicable for the correction and re-development of any incorrect items at Government Organization’s sole expense.
2. **Requirements for Blue Cross NC Logo Usage:** Government Organization shall follow Blue Cross NC corporate policies and standards with respect to Blue Cross and Blue Shield of North Carolina logo and name usage. When spelling out our company name, Government Organization shall completely spell out all words in all written text as follows, “Blue Cross and Blue Shield of North Carolina.” In the event a second reference is made within the same document, any secondary or additional mention may be written as “Blue Cross NC”.

Blue Cross NC Representative will provide the appropriate logo. Government Organization shall not alter any elements within any Blue Cross NC logo. Blue Cross NC reserves the right to modify, edit or change these standards at its sole discretion at any time.

3. **Disclaimer of Liability:** WITH RESPECT TO THIS AGREEMENT, BLUE CROSS NC SHALL NOT BE LIABLE FOR ANY LOSSES, NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY HERETO. IN NO EVENT WILL BLUE CROSS NC HAVE ANY LIABILITY TO THE GOVERNMENT ORGANIZATION FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, COSTS, EXPENSES OR LOSSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND OPPORTUNITY COSTS). NOR SHALL BLUE CROSS NC BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST THE GOVERNMENT ORGANIZATION BY ANY THIRD PARTY. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS SECTION 3 WILL APPLY TO ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, COSTS, EXPENSES OR LOSSES OF EVERY NATURE, KIND AND DESCRIPTION WHETHER ARISING FROM BREACH OF CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE AND REGARDLESS OF WHETHER OR NOT ANY PARTY HAD BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.
4. **Compliance with Law:** Each party shall comply at all times with all laws and regulations applicable to such party's performance of its respective obligations and duties hereunder.
5. **Relationship:** Government Organization and Blue Cross NC are independent contractors and this Agreement does not and will not establish any relationship of partnership, joint venture, employment, franchise or agency between Government Organization and Blue Cross NC.
6. **Termination:** Blue Cross NC may terminate this Agreement by giving three business days advance written notice to Government Organization. This will terminate the rights of Government Organization to claim sponsorship support but will not obligate any funding repayment.
7. **Governing Law:** The execution, interpretation and performance of this Agreement shall be governed by the laws of the State of North Carolina without regard to the North Carolina conflict of laws provisions, and the parties hereto each specifically consent to jurisdiction in the appropriate state and federal courts within the State of North Carolina.
8. **Entire Agreement:** This Agreement, executed by the parties, constitutes the entire agreement between the parties, and supersedes all other prior or contemporaneous understandings, proposals, negotiations, agreements, commitments and representations (whether oral or written) between the parties. This Agreement may only be modified by an amendment executed by both parties in writing. If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, then it shall be ineffective only to the extent of such invalidity, illegality or unenforceability, and the validity, legality and the enforceability of the remaining provisions contained herein shall not be affected. In the event that a party waives

any provision of the Agreement, it will not be deemed to have waived that provision at any other time or to have waived any other provision.

9. **Force Majeure:** Neither Party will be deemed to be in breach of this Agreement if it is delayed in or prevented from performing any of its obligations under this Agreement as a result, direct or indirect, of any labor disputes, natural disasters or acts of God, epidemic, pandemic, or any other causes beyond the control of the parties, to the extent that the cause affects the parties' ability to perform under this Agreement. Upon removal of the cause affecting the delay or nonperformance, the affected party shall resume performance of its obligations under this Agreement.

Project Details and Requirements ("Project")

1. Blue Cross and Blue Shield of North Carolina (Blue Cross NC) will provide Government Organization with an expected amount of \$7,500.00 ("Funding") to purchase a vending machine or kiosk with the ability to distribute free Naloxone, or a similar medication used to reverse an opioid overdose. Additional funds may be used by Government Organization to provide other harm reduction supplies including but not limited to hygiene supplies and condoms. All supplies will be made available for free to anyone accessing the machine.
2. The project will be named: Guilford County Harm Reduction Kiosk ("Project").
3. Project Contact: Amanda Clark
Contact Phone: 336-641-3664 office 336-894-4260 mobile
Contact Email: aclark2@guilfordcountync.gov
4. Funding must be used for the project as identified in this Agreement and may not be expended for any other purposes, including processing fees. Government Organization accepts responsibility for complying with this Agreement's terms and conditions and will exercise full control over the Project and the expenditure of Sponsorship.
5. Blue Cross NC shall have no further liability or responsibility of any nature whatsoever with respect to additional funding, recommendations to the Blue Cross and Blue Shield of North Carolina Community Impact Fund, under Foundation for the Carolinas or the North Carolina Community Foundation, or support to Government Organization for this Project or any other Project unless otherwise mutually agreed by the parties in writing in an amendment to this Agreement.
6. Government Organization will be responsible for the stocking of Naloxone, or a similar medication and any other products it deems appropriate.
7. Government Organization must coordinate directly with the kiosk/vending machine vendor for maintenance and repairs which are covered by warranty. Blue Cross NC is not liable for any repairs or maintenance not covered by warranty.

8. **Tracking for Success:** Government Organization will monitor and track use of performance of services and comply with all applicable state and federal laws related to use of project funds. There will be no exchange of Protected Health Information (PHI) or Personal Identifiable Information (PII) in fulfillment of the donation.
- a. Government Organization will provide the following reporting to Blue Cross NC on a quarterly basis:
- i. Number of Naloxone units distributed;
 - ii. Number of suspected opioid-related overdoses;
 - iii. Number of suspected opioid overdose-related deaths;
 - iv. Number of emergency room visits related to opioid overdoses; and
 - v. Any other reasonable information requested by Blue Cross NC related to project performance, such as zip code of persons accessing machine supplies and optional survey data related to use.

Government Organization will participate in quarterly conference calls with Blue Cross NC to discuss project outcomes and progress.

Sponsorship Benefits

As a part of this Project, organization will provide the following benefits to Blue Cross NC in accordance with the Agreement:

Press Release: Blue Cross NC may be recognized in a Press Release developed by organization and reviewed/approved by Blue Cross NC.

Brand Presence: Blue Cross NC will be recognized with Blue Cross NC logo affixed to machine, within 60 days after machine is made available for public use.

Event: Blue Cross NC may be recognized at a donor recognition event. As the event is being planned, Blue Cross NC to be notified (as early as possible) as to the date to ensure Blue Cross NC representation can be present.

Website: If organization includes information about the initiative on their website, Blue Cross NC to receive appropriate recognition. Logo is preferred over name being spelled out.

Social Media: Organization may work collaboratively with the Blue Cross NC social media team to develop a plan for social media activities, if advantageous. To include items like, but not limited to:

- Organization may share predetermined Blue Cross NC posts on Facebook, Twitter, Instagram and Pinterest (all social channels in which organization has a presence and there is content alignment) promoting the agreed upon content.

Quote: Organization will provide a quote from a member of the organization's leadership that can be used to talk about the work Blue Cross NC has supported and why it has been critical to supporting the health and/or well-being of North Carolina communities. Ideally, the quote will have specific impact examples.

Reporting:

Organization must submit the Progress Report[s] as outlined below. Failure to submit the required Progress Reports within the timeframe noted below may result in an inability for Organization to receive future funding from Blue Cross NC.

Progress Report is defined as a report including the following data:

- All elements listed under “Tracking for Success,” including but not limited to:
 - ii. Number of Naloxone units distributed;
 - iii. Number of suspected opioid-related overdoses;
 - iv. Number of suspected opioid overdose-related deaths;
 - v. Number of emergency room visits related to opioid overdoses; and
 - vi. Any other reasonable information requested by Blue Cross NC related to project performance, such as zip code of persons accessing machine supplies and optional survey data related to use.

Progress Report must be submitted quarterly.

Payment

Organization to initiate payment by providing the W9, the organization’s most recent 990 and an invoice. Invoice to include:

- Organization Name
- Mailing Address to send payment
- Date of invoice
- Organization Contact to receive payment
- The word “Invoice”
- “Due Upon Receipt”
- Invoice No.
- Sponsorship Amount
- Sponsorship Description

If for any reason the initiative is canceled allocation of unused payments will need to be discussed and agreed upon with Blue Cross NC.

Thank you for working with us to adhere to this Sponsorship Agreement. The partnership between the Blue Cross NC and Government Organization is important to us, as is the success of this initiative.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents.

GUILFORD COUNTY

BLUE CROSS AND BLUE SHIELD OF
NORTH CAROLINA

Signature: _____

Signature: _____

Please print: Victor Isler

Please print: **Angela Boykin**

Title: Assistant Guilford County Manager

Title: **CEO, Healthy Blue and Head of Engagement,
Integration and Innovation**

Date: _____

Date: _____

FEDERAL TAX ID NO: 56-6000305

Robin B. Keller

Guilford County Clerk to Board

Date: _____

Anita Ramachandran

Guilford County Interim Department Director / Designee

Date: _____