

Amendment #2
to
Contract #30-2021-061-DHB Primary Care Case Management Entity
Between
North Carolina Department of Health and Human Services, Division of Health Benefits
and
North Carolina Community Care Networks, Inc.

This Amendment #2 (Amendment) to *Contract #30-2021-061-DHB Primary Care Case Management Entity*, as amended, is between the North Carolina Department of Health and Human Services, Division of Health Benefits (Department) and North Carolina Community Care Networks, Inc. (Contractor). The Department and Contractor are each a Party and may be collectively referred to as the "Parties".

The Parties agree as follows:

I. Authority to Execute

The Department hereby grants to Contractor, for the purpose of enabling Contractor to enter into a contract with the entity Unite USA as envisioned under the Contract, the authority to execute agreements with Unite USA that state Contractor is granting to Unite USA and its Network Participants and their Authorized Users a worldwide, non-exclusive, royalty-free license during the Term of those agreements to use, copy, access, process, reproduce, perform, display, modify, distribute, and transmit data, including State-owned data, on software owned or controlled or leased by Unite USA. The Department further grants to Contractor, for the same purpose, the authority to execute agreements with Unite USA that state Contractor is granting to Unite USA and its Network Participants and Authorized Users an irrevocable, worldwide, sublicensable, non-exclusive, royalty-free license to create de-identified and aggregated information from the data entered by Contractor. The Department agrees not to hold Contractor liable for, and not to make or support any claims against Contractor for, any use or misuse of the data entered under this grant of authority. The Department is not granting any express or implied authority to Contractor beyond the plain meaning of the words in this provision, and Contractor will not gain any right, title, or interest in any State-owned data by virtue of this grant of authority beyond the right to make the grant to Unite USA, its Network Participants, and Authorized Users as herein described.

II. Effective Date

This Amendment is effective upon the later of the execution dates of the Parties.

III. Unchanged Provisions:

All other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment in their official capacities as of the dates provided.

North Carolina Community Care Networks, Inc.

DocuSigned by:

Christopher Woodfin

AD465FA6DA364B9

Chris Woodfin, CFO and EVP

Date: 07/26/22 | 3:34 PM EDT

**North Carolina Department of Health and Human Services,
Division of Health Benefits**

DocuSigned by:

Dave Richard

1438FD232A864A0

Dave Richard, Deputy Secretary

Date: 07/26/22 | 10:49 AM PDT