Alliance Health

Request for Proposal

27-001

Clinical Data Acquisition and Aggregation Services

September 2026

Issuing authority: Kiser Healthcare Solutions (KHS), on behalf of Alliance Health. RFP contact: Jennifer Bitterman, jkbitterman@kisersolutions.com, 216-644-9214. Release date: 9/8/26. Proposal due date: 9/22/26.

RFP at a Glance

Item	Current
Issuing Organization	Alliance Health
Procurement	Clinical data acquisition and aggregation services
Populations	Medicaid Direct Population: 71,767 Tailored Plan Population: 76,035 Total Alliance Health Population: 147,802
Service Area	Cumberland, Durham, Harnett, Johnston, Mecklenburg, Orange, and Wake counties; members may receive care outside the service area
Primary Data Priorities	Laboratory results, blood pressure readings, immunizations, depression/behavioral screening data, and related structured clinical information
Proposal Period	Two weeks from RFP release (9/8/2026 through 9/22/2026.
Anticipated Selection	Targeted for completion by September 28, 2026, subject to Alliance review and approval.

1. Introduction and Purpose

1.1 Purpose

Alliance Health is issuing this Request for Proposal to identify a qualified vendor to acquire, aggregate, normalize, validate, and deliver clinical data needed to support quality measurement, regulatory reporting, accreditation preparation, population health, and related operational uses.

Alliance seeks a practical, largely turnkey service that expands access to reliable clinical data while limiting the manual effort required from Alliance staff. The selected vendor will be expected to establish and manage data-source relationships, match Alliance members to available records, produce usable structured data, support validation and audit needs, and work with Alliance through implementation and ongoing operations.

1.2 Business Objectives

- Improve the completeness and timeliness of clinical data used for HEDIS® and North Carolina Medicaid reporting.
- Address known data gaps in laboratory results, blood pressure readings, immunizations, depression screening, and other clinical information not consistently available through claims.
- Reduce reliance on manual medical-record retrieval and abstraction when structured electronic data are available.
- Support year-round performance monitoring, gap closure, population health, care management, and program evaluation.
- Establish a sustainable process for receiving, validating, reconciling, and using vendor-sourced data.
- Prepare Alliance for future NCQA accreditation and Health Plan Ratings requirements.

1.3 Procurement Approach

Alliance will evaluate vendors based on demonstrated current capability, connectivity within Alliance's North Carolina provider network, data quality and audit support, data security, implementation feasibility, service model, pricing, and references. Vendors should answer the questions asked, identify material limitations, and clearly distinguish current production capability from planned or customized functionality.

Alliance does not expect lengthy marketing narratives. Concise, evidence-based responses are preferred. Supplemental materials may be included when they substantiate a response, but they should not replace the required response workbook or pricing workbook.

2. Alliance Background and In-Scope Populations

2.1 Organization and Population

Alliance Health is a North Carolina managed care organization serving Medicaid members with significant behavioral-health, intellectual and developmental disability, traumatic brain injury, and other complex care needs. Alliance is continuing to build the clinical-data infrastructure needed to support its expanding quality-management and population-health responsibilities.

- Tailored Plan and Medicaid Direct / Prepaid Inpatient Health Plan populations, as detailed in Appendix A.
- State-funded populations are not included in the initial procurement scope.

Current population figures are provided in the RFP at a Glance table above; the full membership report will be attached as Appendix A once received. Vendors should expect Alliance's membership to grow over the contract term when developing pricing.

2.2 Geographic and Provider Environment

Alliance serves Cumberland, Durham, Harnett, Johnston, Mecklenburg, Orange, and Wake counties. Members may receive care from providers located outside these counties. Major provider organizations serving Alliance members include Duke Health, Atrium Health, UNC Health, WakeMed, and other regional and independent providers.

Alliance will provide available provider-volume or utilization information, as detailed in Appendix A, to help vendors estimate current connectivity and identify priority sources. At this time Alliance is embarked on a program to improve provider attribution accuracy and post-implementation volumes may vary.

2.3 Current Reporting and Data Environment

Alliance reports quality measures for its Tailored Plan and Medicaid Direct populations under North Carolina requirements. For Measurement Year 2026, the state requires both administrative and hybrid reporting for Glycemic Status Assessment, Controlling High Blood Pressure, and Prenatal and Postpartum Care. Alliance is also preparing for its first NCQA accreditation survey and is prioritizing measures expected to affect future Health Plan Ratings.

Alliance uses Inovalon QSI XL and QMRM for HEDIS reporting and quality measurement. Current supplemental sources include the North Carolina Immunization Registry, Cityblock, CCPN, and other direct or retrieval-based sources. Alliance has experienced data-quality, validation, and audit-acceptance challenges and seeks a more coordinated approach.

3. Current State and Business Need

3.1 Priority Gaps

Priority	Data Domain	Business Need
High	Laboratory results	National and regional laboratory values, dates, units, and source information; particularly diabetes, kidney, cancer screening, lead, and related measures.
High	Blood pressure	Discrete systolic and diastolic readings with dates and source traceability.
High	Immunizations	Additional completeness and reconciliation against the existing registry feed; identification of conflicting or inaccurate records.
High	Depression and behavioral screening	Structured PHQ-2, PHQ-9, or comparable screening information from primary-care and other clinical sources.
Medium	Vision / eye examination	Retinal examination results and negative-for-retinopathy findings.
Medium	Race and ethnicity stratification	Stratified reporting to support health-equity measurement and applicable NCQA/state requirements to break down measures by race and ethnicity.
Targeted	EPSDT (Early and Periodic Screening, Diagnostic, and Treatment)	Medical-record evidence that required screening components were performed when claims understate the event.

The primary laboratory providers are LabCorp, Quest Diagnostics, and Mako.

Pharmacy and dental data are not expected to be primary first-year acquisition priorities unless later confirmed by Alliance. The selected vendor should nevertheless identify any relevant capabilities and dependencies.

3.2 Intended Uses

- HEDIS and North Carolina reporting.
- NCQA accreditation preparation and future Health Plan Ratings reporting.
- Year-round care-gap identification and intervention.
- Population health, care management, and member outreach.
- Program evaluation and provider performance feedback.
- Audit support, source validation, and regulatory review.

A vendor that does not fully support every intended use at the time of implementation will not be disqualified on that basis alone. Vendors should describe their current capability for each use and identify any that are planned but not yet available.

4. Scope of Services

The selected vendor will provide an end-to-end service for the approved populations and clinical data domains. At a minimum, the vendor will be responsible for the activities below.

- Receive and process an Alliance member roster and perform member matching.
- Identify existing data connections relevant to Alliance members and priority data domains.
- Conduct provider, health-system, laboratory, registry, and other source outreach needed to establish or expand access.
- Acquire, normalize, and map clinical data to documented formats and coding standards.
- Deliver files suitable for Alliance's approved downstream systems.
- Perform quality checks, reconciliation, correction, and resubmission.
- Maintain record-level lineage and source traceability.
- Support quality assurance, Primary Source Verification, and audit requests.
- Provide implementation, governance, operational reporting, and year-round support.

The vendor is responsible for provider outreach, connection development, mapping, and file production.

5. Vendor Requirements and Response Areas

The sections below consolidate the discovery record into the requirement areas vendors must address directly. Vendors should respond to each area concisely, following the page limit stated for that area in the Vendor Response Workbook (Appendix C), and identify any material limitations rather than provide general marketing narrative.

5.1 Vendor Qualifications

Vendors should provide concise information demonstrating their ability to perform the work.

- Provide a brief vendor background
- Describe experience with Medicaid health plans and comparable populations.
- Describe experience with clinical data acquisition for HEDIS and similar quality measurement programs.
- Provide evidence of financial stability and ability to support the proposed contract term.
- Identify any proposed subcontractors and subprocessors.
- Provide three references for comparable work.
- Disclose any litigation, arbitration, or Fraud/Waste/Abuse actions against your organization in the past five years.

5.2 North Carolina Connectivity and Coverage

Alliance places substantial weight on existing North Carolina and regional provider relationships and the vendor's ability to demonstrate usable coverage.

- Describe experience providing services for North Carolina-based health plans and providers.
- List current North Carolina production provider connections and available data.
- Estimate coverage within the priority provider networks listed in section 2.2.
- Provide a connection plan for priority organizations not currently connected, including dependencies and expected timing.

5.3 Clinical Data Acquisition and Content

The solution must support the priority data domains and preserve sufficient detail for quality measurement, operational use, and audit.

- Describe the capabilities of your platform to acquire clinical data, including overall clinical domains and data elements captured.
- Describe how your solution's data acquisition capabilities specifically meet the priority gaps listed in Section 3.1.
- Document handling of duplicate, conflicting, incomplete, or corrected records.
- Describe any use of AI or natural language processing and the human quality controls applied. Note use of AI will require completion of AI addendum.
- Describe if, and how, you gather and transmit non-clinical information such as address and phone updates, name changes, race, ethnicity, language, sex, gender identity, and social needs.

5.4 Technical Integration and Data Delivery

The vendor must describe how member files, source data, output files, and recurring deliveries will operate.

- Describe your standard member-matching process between Alliance-provided eligibility data and identifiers on clinical data records.
- Describe the file formats you support for data input (from Alliance to Vendor) and output (from Vendor to Alliance), including whether you support Inovalon's QSI-XL file format(s).
- Describe your process for handling errors in data, including misformatted or missing data elements.
- What is your recommended data exchange frequency? Are there cost differentials for greater or lesser frequency?
- Describe your change-control process if data integration requirements change, such as in the case of a new HEDIS measure or changes to a file format.

5.5 Data Quality, Validation, and Audit Support

The vendor must provide transparent, auditable controls from source acquisition through delivery and correction.

- Describe your data validation and quality control processes from provider to vendor to plan.
- Describe your support of the NCQA audit process, including the HEDIS roadmap.
- Describe PSV support and the ability to retrieve source records selected by an auditor including timeframes.
- List NCQA DAV certified connections and data feeds within North Carolina.
- Have any uncertified data feeds failed audit or PSV?

- Describe your process to correct material defects and resubmit affected data if identified, including timeframes.

5.6 Security, Privacy, and Compliance

The vendor must comply with Alliance requirements for protected health information and vendor risk management.

- Describe whether you support the security, privacy, and compliance requirements identified in Alliance's attached requirements (Appendix E). If you do not currently meet a requirement, describe how and when you would.

5.7 Implementation and Ongoing Support

The vendor must provide a feasible implementation plan and a sustainable operating model.

- Provide a high-level implementation plan with dependencies, responsibilities, and expected resource needs, including an expected date by which each in-scope data domain will be production-ready.
- Provide UAT milestones post-implementation, including acceptance points for first connection.
- Describe process for year-round support, issue escalation, training, documentation, and business-continuity arrangements.
- Describe the annual process for specification updates, source changes, regression testing, and governance approval.
- Describe your high-level future product roadmap for interoperability and data-acquisition capabilities relevant to Alliance.

6. Pricing

Vendors must complete the Alliance pricing workbook. Pricing must be transparent, comparable, and sufficiently itemized to identify all implementation and recurring costs; itemized cost categories are defined in the pricing workbook rather than restated here.

The contract is structured as a renewable one-year term; the renewal structure and any annual escalation are addressed in the pricing workbook.

7. Proposal Instructions and Schedule

7.1 Required Submission

- Completed vendor response workbook.
- Completed pricing workbook.
- North Carolina connection and data-stream inventory.
- Proposed implementation plan.
- Security and compliance materials required by Alliance.
- Three comparable references.
- Requested contract exceptions or dependencies.

Vendors should keep narrative responses concise and use exhibit references only where they add evidence. A standard marketing proposal may be included as supplemental information but will not substitute for the required workbooks.

7.2 Communication

All communications regarding this procurement must be directed to Jennifer Bitterman at Kiser Healthcare Solutions (jkbitterman@kisersolutions.com), the official RFP contact. Alliance staff will participate on the review team but vendors may not contact Alliance personnel directly about the RFP unless invited to do so.

7.3 Schedule

Milestone	Timing
RFP release	9/8/2026
Vendor questions due	9/14/2026
Responses issued	9/18/2026
Proposals due	9/22/2026
Evaluation and clarification	Immediately following receipt
Finalist demonstrations / references	As needed
Selection decision	Target October 5, 2026
Contracting and implementation	To begin as soon as approvals permit

8. Evaluation and Selection

Alliance will evaluate proposals based on the criteria below, not listed in order of importance, using a structured process that distinguishes pass/fail requirements, scored criteria, optional capabilities, demonstration items, reference-check items, and contract terms.

Evaluation Area	What Alliance Will Consider
Compliance and eligibility	Complete response, required attestations, absence of disqualifying exceptions.
North Carolina coverage	Existing relationships, usable data domains, validation status, and credible coverage evidence.
Clinical and technical capability	Ability to acquire priority data and deliver usable, traceable records.
Quality and audit support	Validation, PSV, lineage, correction, and audit-response capability.
Implementation and support	Feasibility, timing, staffing, governance, and service levels.
Pricing	Total expected cost, transparency, flexibility, and financial protections.
References and demonstrations	Evidence of comparable performance and ability to substantiate proposal claims.

Demonstrations. Alliance will require the highest-ranked vendor(s) to conduct a demonstration of the proposed solution and any proposed third-party components, and will allow ample time for Alliance staff to ask questions about specific functionality. Any substantive clarification or change to a proposal made during a demonstration must be confirmed in writing and will become part of that vendor's proposal.

Method of Award and Negotiation. Alliance reserves the right to award to a single vendor that submits the best-value overall proposal as determined by the criteria above; price will be considered but is not the sole determining factor. Once proposals are ranked, Alliance may negotiate further with one or more qualified vendors to clarify information and support selection. Consistent with G.S. Chapter 143, Section 129.8, any negotiation under this RFP will not alter its scope in a manner that would deprive other vendors of a fair opportunity to compete, or that would have resulted in award to a different vendor had the change been included in the original RFP. Alliance further reserves the right to clarify responses, request additional evidence, reject any or all proposals, and modify or cancel this process at its discretion.

9. Terms and Conditions

- Proposal costs are the vendor's responsibility.
- Alliance may use proposal commitments in contract negotiations.
- The selected vendor must comply with all applicable Federal and State laws, regulations, Alliance policies, and contract requirements.
- Material assumptions, exceptions, dependencies, and requested changes to Alliance terms must be disclosed with the proposal.
- Alliance data remain under Alliance control and may be used only as permitted by the final agreement.
- Alliance may terminate the resulting contract for convenience upon 30 days' written notice; vendor is compensated only for work performed through the termination date, and proposals should not assume payment for the full contract term is guaranteed.
- Vendor must retain all records created under the contract consistent with Alliance's requirements and its National Accrediting Body's standards, including after termination.
- Vendor will be required to indemnify Alliance for damages arising from its own acts or omissions, consistent with the insurance requirements described elsewhere in this RFP.

Public Records and Confidentiality. Alliance Health is a political subdivision of the State of North Carolina under G.S. 122C-166(a) and is subject to the North Carolina Public Records Act, G.S. Chapter 132. Vendor responses submitted under this RFP are subject to the Public Records Act. A vendor that wishes to maintain the confidentiality of information in its response must comply with G.S. 132-1.2, which requires that the information constitute a trade secret as defined in G.S. 66-152(3); be the property of a private person as defined in G.S. 66-152(2); be furnished to Alliance in connection with a proposal or public contract; and be designated as confidential or a trade secret at the time of its initial disclosure to Alliance. Proposals are not subject to public inspection until a contract is awarded.

- No work may begin until required agreements and approvals are complete.

10. Appendices

Appendix	Content / Status
Appendix A	Alliance population, provider, existing-feed, and baseline reference information. Complete PCP panel provided as a separate exhibit.
Appendix B	Measure and reporting requirements. Use a concise measure/data-domain crosswalk rather than the full internal discovery tracker.
Appendix C	Vendor response workbook. One concise response per consolidated requirement.
Appendix D	Pricing workbook.
Appendix E	North Carolina GovRAMP-aligned cloud security requirements, plus a draft data privacy and security addendum and vendor security program requirements.
Appendix F	Qualified Services Organization Agreement/Business Associate Agreement (QSOA/BAA) based on Alliance's own standard QSOA/BAA form.
Appendix G	Non-Collusion Affidavit. Vendor must complete, notarize, and submit with its proposal.
Appendix H	Affidavit of Compliance (E-Verify). Vendor must complete, notarize, and submit with its proposal.
Appendix I	No Bid Reply Form. For vendors that received this RFP but choose not to respond.
Appendix J	Addendum Acknowledgement. Required only if Alliance or KHS issues a written addendum to this RFP.

Appendix A: Alliance Population, Provider, and Data Environment

This appendix consolidates the population, provider, and data-environment information referenced in Section 2 to give vendors a single reference point for sizing and scoping their proposal.

A.1 Population and Service Area

- Medicaid Direct Population: 71,767
- Tailored Plan Population: 76,035
- Total Alliance Health Population: 147,802

In scope: Tailored Plan and Medicaid Direct / Prepaid Inpatient Health Plan populations. State-funded populations are not included in the initial procurement scope. Alliance serves Cumberland, Durham, Harnett, Johnston, Mecklenburg, Orange, and Wake counties; members may receive care from providers located outside the service area.

A.2 Provider Environment

Because members may receive care outside Alliance's service area, the selected vendor's connectivity and outreach approach should not be limited to providers physically located within the seven counties listed above.

Alliance's PCP panel spans 346 provider organizations, totaling 52,216 members seen. The 15 highest-volume organizations below account for 63.8% of total panel volume; the complete panel listing is provided as a separate exhibit (Alliance_PCP_Panel_Appendix_A.xlsx) accompanying this RFP.

Provider Organization	**Members Seen**
NOVANT HEALTH MEDICAL GROUP LLC	5,939
CAROLINAS PHYSICIANS NETWORK INC	5,832
DUKE HEALTH INTEGRATED PRACTICE INC	4,571
UNC PHYSICIANS NETWORK LLC	4,534
DUKE UNIVERSITY AFFILIATED PHYSICIA	2,816
UNIVERSITY OF NORTH CAROLINA AT CHA	2,358
KIDZCARE PEDIATRICS PC	1,934
ATRIUM HEALTH NORTH MARKET NETWORK	899
CAPE FEAR VALLEY HEALTH MEDICAL GRO	783
RAINBOW PEDIATRICS OF FAYETTEVILLE	713
CUMBERLAND COUNTY HOSPITAL SYSTEM I	645
MED FIRST IMMEDIATE CARE AND FAMILY	631
KIDS FIRST PEDIATRICS OF RAEFORD PC	581
JEFFERS MANN ARTMAN PEDIATRIC	545
CHILDRENS HEALTH OF CAROLINA PA	537

A.3 Current Reporting and Data Environment

Alliance reports quality measures for its Tailored Plan and Medicaid Direct populations under North Carolina requirements, and is preparing for its first NCQA accreditation survey. Alliance uses Inovalon QSI XL and QMRM for HEDIS reporting and quality measurement. Current supplemental sources include the North Carolina Immunization Registry, Cityblock, CCPN, and other direct or retrieval-based sources. Alliance has experienced data-quality, validation, and audit-acceptance challenges with its current sources and is seeking a more coordinated approach.

Appendix B: Priority Measures and Data Domains

This appendix crosswalks Alliance's near-term priority measures to the clinical data domains and sources identified to date, consolidating the detail in Sections 2.3 and 3.1 into a single reference table. It is not the full internal discovery tracker.

Data Domain	Related Measure(s) / Driver	Source(s) Identified to Date
Laboratory results	Glycemic Status Assessment; Controlling High Blood Pressure (MY2026, administrative and hybrid)	LabCorp, Quest Diagnostics, Mako
Blood pressure readings	Controlling High Blood Pressure (MY2026, administrative and hybrid)	Provider outreach and clinical data feeds; vendor to identify
Immunizations	NCQA accreditation preparation; future Health Plan Ratings measures	North Carolina Immunization Registry
Depression / behavioral health screening	NCQA accreditation preparation; future Health Plan Ratings measures	Provider outreach and clinical data feeds; vendor to identify
Prenatal and postpartum care data	Prenatal and Postpartum Care (MY2026, administrative and hybrid)	Provider outreach and clinical data feeds; vendor to identify

Pharmacy and dental data are not expected to be primary first-year acquisition priorities unless later confirmed by Alliance; vendors should still describe any relevant capabilities and dependencies. This crosswalk may be refined as Alliance finalizes its measurement-year priorities.

Appendix C: Vendor Response Workbook

The Vendor Response Workbook accompanies this RFP as a separate file (Alliance_Vendor_Response_Workbook.xlsx). Vendors must complete the workbook and submit it with their proposal, responding to each requirement area within the page or response limits stated in the workbook, consistent with Section 5. Do not retype workbook content into this document.

Appendix D: Pricing Workbook

The Pricing Workbook accompanies this RFP as a separate file (Alliance_Pricing_Workbook.xlsx). Vendors must complete the workbook and submit it with their proposal, consistent with Section 6.

Appendix E: Security, Privacy, and Procurement Requirements

E1. Required Procurement, Finance, and Governing-Body Requirements

- Identify all legal review requirements, including review by Alliance Legal, Privacy, Security, Procurement, Finance, and any other applicable internal stakeholder before contract execution.
- Identify whether the contract requires leadership, executive, committee, board, or other governing-body review or approval before execution, renewal, amendment, or material change.
- Provide an estimated review and approval timeline for each required review stage, including anticipated timeframes for procurement review, legal review, privacy/security review, finance review, governing-body approval, vendor redlines, and final signature routing.

E2. Public Records and Confidentiality Requirements

- Respondent acknowledges that Alliance is subject to North Carolina public-records requirements and that records related to this RFP and contract may be subject to disclosure unless a specific legal exception, confidentiality protection, or statutory restriction applies.
- Respondent must clearly mark and justify any information it considers confidential, proprietary, trade secret, or otherwise exempt from disclosure; however, marking information confidential does not guarantee that it will be withheld if disclosure is required by law.
- Respondent must not include protected health information, personally identifiable information, security-sensitive information, or unnecessary confidential information in its proposal unless specifically requested and appropriately protected.
- Contractor must cooperate with Alliance in responding to public-records, audit, legal, regulatory, or oversight requests and must maintain records in a manner that supports timely retrieval, review, redaction, and production when required.

E3. Onshore Processing, Storage, Support, and Subcontractor Disclosure

Required clause language: Contractor shall not permit Alliance data to be accessed, viewed, processed, stored, transmitted, supported, or maintained from any offshore location.

Contractor must ensure that all subcontractors are bound by written obligations that are at least as protective as the contract, the Business Associate Agreement, and Alliance privacy and security requirements.

E4. HIPAA Business Associate Agreement and Regulatory Compliance

- Contractor must execute Alliance's Qualified Service Organization Agreement/ Business Associate Agreement.
- Contractor must comply with all applicable federal, state, contractual, and regulatory requirements governing confidentiality, privacy, security, breach notification, records management, and member or recipient information, including HIPAA, HITECH, 42 CFR Part 2 where applicable, and North Carolina confidentiality laws.
- Contractor must use or disclose Alliance data only as necessary to perform the contracted services and only as permitted by the contract, the QSOA/BAA, applicable law, and written instructions from Alliance.
- Contractor must apply the minimum necessary standard and must implement administrative, physical, and technical safeguards appropriate to the nature, volume, and sensitivity of the data involved.

E5. Security Certification, Encryption, Access Controls, and Audit Rights

- Contractor must maintain and provide evidence of a current HITRUST certification or SOC 2 Type II report. Contractor must provide the most recent report or bridge letter if applicable.
- Contractor must encrypt Alliance data in transit and at rest using industry-standard encryption appropriate to the sensitivity of the data and approved by Alliance Security.
- Contractor must maintain role-based access controls, least-privilege access, multifactor authentication where appropriate, access logging, audit trails, timely access termination, and periodic access reviews for all personnel and subcontractors with access to Alliance data.
- Contractor must permit Alliance, its designee, regulators, auditors, or oversight bodies to review relevant policies, procedures, system controls, audit logs, incident records, subcontractor oversight records, data-location attestations, and other documentation reasonably necessary to confirm compliance.

E6. Breach, Security Incident, and Unauthorized Disclosure Notification

Contractor must notify Alliance immediately, and no later than fifteen (15) days after discovery, of any actual breach or security incident, unauthorized disclosure, loss, compromise, ransomware event, data integrity issue, or other event involving Alliance data. The notification clock begins when Contractor, its workforce, agent, subcontractor, or sub-processor first knows, or reasonably should have known, of the event. Contractor must provide timely updates, cooperate with Alliance's investigation and reporting obligations, preserve relevant evidence and logs, mitigate harm, support required notices, and reimburse Alliance for costs, penalties, or corrective actions resulting from Contractor's failure to comply with contractual or legal requirements where applicable.

E7. Data Use, Ownership, Return, Destruction, and Transition Assistance

- Alliance retains all ownership rights in Alliance data, including PHI, PII, confidential information, operational data, records, extracts, derivative data, metadata, audit data, and data compilations created, received, maintained, transmitted, or processed under the contract.
- Contractor shall not use Alliance data for any purpose other than performing the contracted services. Contractor shall not reuse, disclose, sell, resell, license, commercialize, monetize, mine, train models on, benchmark, aggregate for external purposes, or otherwise exploit Alliance data without Alliance's prior written approval.
- The Contractor must guarantee that no data collected under this contract will be used to train, tune, or improve any artificial intelligence (AI) or machine learning (ML) models.
- Upon expiration or termination, Contractor must return Alliance data in a usable, secure, industry-standard format approved by Alliance, and must provide reasonable transition assistance to support continuity of operations, migration, validation, and secure transfer. There shall be no charge for the return of Alliance data.
- After the return of Alliance data, Contractor must securely destroy all remaining Alliance data in its possession, custody, or control, including data held by subcontractors, backups, archives, test environments, and support systems, unless retention is required by law and approved by Alliance in writing.
- Contractor must provide a written certificate of return and/or destruction that identifies the data returned or destroyed, destruction method, date completed, systems covered, subcontractors included, retained exceptions, and authorized representative attestation.

Appendix F: Qualified Service Organization Agreement/ Business Associate Agreement

Qualified Services Organization Agreement/

Business Associate Agreement

This Agreement is made effective the _____**of**_____, by and between **Alliance Health**, hereinafter referred to as "Covered Entity", and _____, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the United States Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information, and the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act (Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) modified and amended the Administrative Simplification provisions; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Rules"), as further amended by the Omnibus Final Rule (78 Fed. Reg. 5566), (hereinafter, the Administrative Simplification provisions, HITECH, such rules, amendments, and modifications, including any that are subsequently adopted, will be collectively referred to as "HIPAA"); and

WHEREAS, the parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services and/or products to Covered Entity, and, pursuant to such arrangement, (the agreement evidencing such arrangement is titled _____**, dated**_____, and is hereby referred to as the "Arrangement Agreement"); and Business Associate may be considered a "business associate" of Covered Entity as defined by HIPAA or a "qualified services organization" under 42 CFR Part 2; and

WHEREAS, Business Associate may have access to Protected Health Information in the course of the relationship between the parties;

THEREFORE, the Parties agree to the provisions of this Agreement in order to address the requirements of HIPAA, the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR part 2 and to protect the interests of both Parties.

I. DEFINITIONS

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth by 42 CFR Part 2. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of HIPAA or 42 CFR part 2, HIPAA and/or 42 CFR part 2, whichever is more stringent, shall control. Where provisions of this Agreement are different from those mandated by HIPAA or 42 CFR Part 2, but are nonetheless permitted by HIPAA or 42 CFR part 2, the provisions of this Agreement shall control.

II. BUSINESS ASSOCIATE OBLIGATIONS

Business Associate acknowledges and agrees that in receiving, transmitting, transporting, storing, processing or otherwise dealing with any information received from Covered Entity identifying or otherwise relating to the consumers of Covered Entity (Protected Health Information), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR part 2; and the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR Parts 142, 160, 162 and 164, and may not use or disclose the information except as permitted or required by this Agreement or by law.

1. Business Associate acknowledges and agrees that all Protected Health Information that is created, maintained, transmitted or received by Covered Entity and disclosed or made available in any form, including but not limited to, paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate, or Protected Health Information which, on behalf of Covered Entity, is created, maintained, transmitted or received by Business Associate or a Subcontractor, shall be subject to this Agreement.

(a) Business Associate agrees:

(i) It is aware of and will comply with all provisions of HIPAA that are directly applicable to business associates;

(ii) to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient records, 42 CFR part 2;

(iii) in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information, including Business Associate having an appropriate Business Associate Agreement in place with Subcontractor;

(iv) to use or disclose any Protected Health Information solely as would be permitted by HIPAA or 42 CFR Part 2 if such use or disclosure were made by Covered Entity: (1) for meeting its obligations as set forth in this Agreement, or any other agreements between the Parties evidencing their business relationship, or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, or HIPAA, or 42 CFR part 2. All such uses and disclosures shall be subject to the limits set forth in 45 CFR § 164.514 regarding limited data sets and 45 CFR § 164.502(b) regarding the minimum necessary requirements and 42 CFR part 2 regarding confidentiality of alcohol and drug abuse patient records;

(v) to comply with any investigations and compliance reviews, permit access to information, provide records and compliance reports, and cooperate with any complaints, pursuant to 45 CFR § 160.310;

(vi) at termination of this Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy (and attest to the destruction of) all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible;

(vii) to ensure that its Subcontractors to whom it provides Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, agree to the same (or greater) restrictions and conditions that apply to Business Associate with respect to such information, and agrees to, pursuant to 45 CFR § 164.314, implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity and ensure that any Subcontractors to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement;

(viii) Business Associate shall, following the discovery of a breach of unsecured Protected Health Information, as defined in HIPAA, notify Covered Entity of such breach pursuant to the terms of 45 CFR § 164.410 and cooperate in Covered Entity's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will provide such notification to Covered Entity without unreasonable delay and in no event later than fifteen (15) calendar days after discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410; and

(ix) Following discovery and notification of a breach of unsecured Protected Health Information as set forth in paragraph (vii) above, Business Associate shall be required to conduct a risk assessment, investigation, and provide all notifications required by HIPAA, including but not limited to notification to patients. Results of the risk assessment and investigation shall be provided to Covered Entity within five (5) business days of completion. Any and all expenses related to a breach by the Business Associate shall be paid by the Business Associate. Covered Entity shall determine any required actions with respect to any such breach, and Business Associate shall cooperate with Covered Entity and comply with such actions; and

(x) Business Associate will not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization from the applicable individual except in compliance with 45 CFR § 164.502(a)(5)(ii). Without written approval of Covered Entity, Business Associate will not engage in any communication which might be deemed to be "marketing" under HIPAA. In addition, Business Associate will, pursuant to

HIPAA, comply with all applicable requirements of 45 CFR §§ 164.308, 164.310, 164.312 and 164.316.

(b) Except as otherwise limited in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) If necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) The disclosure is required by law; or

(B) Business Associate obtains satisfactory assurances through a written Business Associate Agreement from the Subcontractor to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the Subcontractor, and the Subcontractor notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(c) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by HIPAA and 42 CFR part 2.

(d) The U.S. Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to the use and disclosure of Protected Health Information to ensure Covered Entity's and Business Associate's compliance with the terms of HIPAA.

(e) Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. Business Associate shall report to Covered Entity any attempted or successful Security Incident of which it becomes aware as soon as practical but no later than 24 hours and in the manner required by Covered Entity to permit compliance with the requirements of HIPAA. In addition, Business Associate agrees to cooperate with Covered Entity employee/s and/or other outside agency/s during the investigation of the incident and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement. Any expenses related to a security incident by the Business Associate shall be paid by the Business Associate.

(f) Notwithstanding any other provision in this agreement, business associate acknowledges that certain protected health information covered by this agreement (i.e. alcohol and drug abuse patient records) is subject to 42 CFR Part 2 and therefore business associate is prohibited from disclosing such information to agents or subcontractors without specific written consent of the subject individual.

III. AVAILABILITY OF PHI

Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to 45 CFR § 164.522 to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity. Business Associate agrees to make available Protected Health Information to the extent and in the manner required by 45 CFR § 164.524. If Business Associate maintains

Protected Health Information electronically, it agrees to make such Protected Health Information available electronically or in writing to the applicable individual. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of 45 CFR § 164.526. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by 45 CFR § 164.528. Business Associate and Covered Entity shall cooperate in providing any accounting required on a timely basis.

IV. TERMINATION

Either party may terminate this Agreement upon thirty (30) days' written notice to the other party. Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement, where practicable, Covered Entity shall give written notice to Business Associate of such belief within a reasonable time after forming such belief. If Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or in HIPAA, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto. This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by HIPAA and the laws of the State of North Carolina, and venue over any dispute or action concerning this Agreement shall exclusively be in the State Courts of Wake County, North Carolina. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The Parties agree that, in the event that any documentation of the business relationship between the parties contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of HIPAA, 42 CFR 2, or other applicable law, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the

terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with HIPAA, 42 CFR 2, or other applicable law, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

ALLIANCE HEALTH (COVERED ENTITY):

By: _____

Name: _____

Title: _____

Date: _____

_____ **(BUSINESS ASSOCIATE):**

By: _____

Name: _____

Title: _____

Date: _____

Appendix G: Non-Collusion Affidavit

Vendors must complete, notarize, and submit this affidavit with their proposal.

State of North Carolina

_____, being first duly sworn, deposes and says that:

1. He/she is the _____ of _____, the vendor that has submitted the attached proposal;
2. He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees, or parties of interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted, or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other vendor, firm, or person to fix the price or prices in the attached proposal or of any other vendor, or to fix any overhead, profit, or cost element of the proposed price of any other vendor, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Alliance Health or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____

Signature / Title

_____

Name (printed)

Subscribed and sworn before me, this _____ day of _____, 20____.

(SEAL)

Notary Public

My Commission Expires: _____

Appendix H: Affidavit of Compliance (E-Verify)

Vendors must complete, notarize, and submit this affidavit with their proposal.

State of North Carolina

Affidavit of Compliance with N.C. E-Verify Statutes

I, _____ (hereinafter the "Affiant"), being duly authorized by and on behalf of _____ (hereinafter "Contractor") after first being duly sworn, hereby swear or affirm as follows:

1. Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law, in accordance with Article 2 of Chapter 64 of the North Carolina General Statutes; and

2. Contractor understands that an "Employer," as defined in NCGS §64-25(4), is required by law to use E-Verify to verify the work authorization of its employees in accordance with NCGS §64-26(a). The term "Employer" does not include state agencies, counties, municipalities, or other governmental bodies.

3. Contractor is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in the State of North Carolina. (Mark Yes or No)

a. Yes _____

b. No _____

4. Contractor will ensure compliance with E-Verify to the extent applicable and will ensure compliance by any subcontractors subsequently engaged by Contractor to perform work under Contractor's contract with Alliance Health.

This _____ day of _____, 20____.

_____

Signature of Affiant

Print or Type Name: _____

State of _____

County of _____

Signed and sworn to (or affirmed) before me, this _____ day of _____, 20____.

My Commission Expires: _____

_____

Notary Public

Appendix I: No Bid Reply Form

For vendors that received this RFP but choose not to submit a proposal. Completing and returning this form helps KHS and Alliance obtain good competition on future solicitations and will not preclude receipt of future invitations.

Proposal To: Alliance Health, c/o Kiser Healthcare Solutions

RFP: Clinical Data Acquisition and Aggregation Services

Unfortunately, we must offer a "No Bid" at this time because (check all that apply):

☐ 1. We do not wish to participate in the proposal process.

☐ 2. We do not wish to submit a proposal under the terms and conditions of this RFP. Our objections are:

☐ 3. We do not feel we can be competitive.

☐ 4. We cannot submit a proposal because of the marketing or licensing policies of our organization.

☐ 5. We do not wish to sell to Alliance Health. Our objections are:

☐ 6. We do not provide the services on which this RFP is based.

☐ 7. Other:

Firm Name: _____ Date: _____

Signature: _____ Phone: _____

☐ We wish to remain on the vendor list for future solicitations.

☐ We wish to be removed from the vendor list.

Appendix J: Addendum Acknowledgement

Required only if Alliance or KHS issues a written addendum to this RFP. Complete and return with your proposal.

Receipt of the following addenda is acknowledged:

Addendum Number 1 Date: _____

Addendum Number 2 Date: _____

Addendum Number 3 Date: _____

Name of Firm: _____

Signature: _____

Date: _____