PROFESSIONAL SERVICES CONTRACT

This Contract sets forth the terms, obligations and conditions between **Alliance Health** (hereinafter referred to as "Alliance"), with a business address at **5200 W. Paramount Parkway, Suite 200, Morrisville, NC 27560**, and _____ with a business address at _____ (hereinafter referred to as "Contractor"), with regard to the performance by Contractor of the professional services contemplated herein.

RECITALS

WHEREAS, Alliance desires to obtain the services of the Contractor; and

WHEREAS, the Contractor represents to have the expertise and experience to provide such services for Alliance;

THEREFORE, Alliance and the Contractor (hereinafter individually referred to as a "Party" and collectively as the "Parties") hereby agree to the following terms, obligations and conditions:

1.0 Scope of Work/ Description of Services. Contractor hereby agrees to provide the professional services and/or materials described in **"Attachment 1"** to this Contract (hereinafter collectively referred to as "Services"). Attachment 1 is hereby incorporated herein and made a part of this Contract. Contractor represents and warrants that it possesses the qualifications, licenses, registrations, experience, and expertise necessary to perform the Services and shall maintain all such licenses and qualifications throughout the Term of this Contract. All Services constituting the practice of architecture, engineering, or any other regulated profession shall be performed by, or under the responsible charge of, appropriately licensed professionals in the State of North Carolina. Contractor shall perform the Services with the professional skill, care, and diligence ordinarily exercised by reasonably prudent and competent architects, engineers, and other professionals performing similar services under similar circumstances in the State of North Carolina. Contractor shall perform the Services in accordance with the requirements of this Contract, applicable professional standards, and all applicable federal, state, and local laws, codes, ordinances, rules, and regulations. Contractor shall be responsible for the coordination and integration of all Services performed by its employees, agents, subconsultants, and other persons or entities engaged by Contractor in connection with this Contract. Contractor shall remain responsible for the performance of such persons and entities as if their acts and omissions were those of Contractor. Contractor shall promptly notify Alliance in writing upon becoming aware of any actual or reasonably anticipated circumstance that may materially affect the performance, cost, schedule, or quality of the Services. Time is of the essence with respect to all provisions of this Contract and Attachment 1 that specify a time for performance.

2.0 Effective Date and Term. This Contract shall become effective upon complete execution by all Parties. The Term of this Contract for Services is from _____ **to** _____ unless sooner terminated as provided herein. This term may be extended only by written agreement of Alliance.

3.0 Payment and Invoicing. In full consideration for the Services performed by the Contractor under this Contract, Alliance shall pay or cause to be paid to the Contractor an amount **not to exceed $**_____ as full compensation and at the rates specified for the provision of Services performed to the satisfaction of Alliance. Contractor agrees and understands that it is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and Alliance will not deduct such taxes from any payments to the Contractor hereunder. Contractor shall submit an itemized invoice to Alliance no later than the 20th calendar

day of the month following the month during which Services were performed. Invoices must be on letterhead, include a detailed accounting of hours and services provided, and should be sent to the following address:

Alliance Health
Attention: Accounts Payable
AccountsPayable@AllianceHealthPlan.org
5200 W. Paramount Parkway, Suite 200
Morrisville, NC 27560

Payment will be processed to Contractor within twenty (20) business days of receipt and approval of the invoice by Alliance.

4.0 Health Insurance Portability & Accountability Act of 1996 ("HIPAA"). Not Applicable. Intentionally deleted**.**

5.0 Confidentiality of Other Information (Non-PHI).

5.1 Definition of Confidential Information. For purposes of this Contract, "Confidential Information" means any non-public information, materials, documents, records, or data disclosed or made available by Alliance to Contractor, or otherwise obtained or accessed by Contractor in connection with the performance of the Services, whether in written, electronic, oral, visual, or other form, that is identified as confidential or that reasonably should be understood to be confidential given its nature or the circumstances of its disclosure. Confidential Information includes, without limitation, business and financial information, operational information, personnel information, building plans and layouts, security-related information, access credentials, facility infrastructure information, project budgets, proposed real estate transactions, and other proprietary or sensitive information of Alliance.

5.2 Contractor Obligations. Contractor shall:

(a) Use Confidential Information solely for the purpose of performing its obligations under this Contract;

(b) Maintain Confidential Information in strict confidence and protect it using at least the same degree of care Contractor uses to protect its own confidential information of a similar nature, but in no event less than reasonable care;

(c) Not disclose, distribute, publish, or otherwise make Confidential Information available to any third party without the prior written consent of Alliance, except as expressly permitted under this Section;

(d) Limit access to Confidential Information to those employees, agents, subcontractors, and subconsultants who have a legitimate need to access such information for purposes of performing the Services and who are subject to confidentiality obligations at least as protective as those contained herein; and

(e) Not use Confidential Information for any purpose other than performing the Services, including for marketing, publicity, promotional materials, or the benefit of any other client or third party, without Alliance's prior written consent.

Contractor shall be responsible for any unauthorized use or disclosure of Confidential Information by its employees, agents, subcontractors, subconsultants, or other persons to whom Contractor provides access.

5.3 Exclusions. Confidential Information shall not include information that Contractor can demonstrate through written records:

(a) Was publicly available at the time of disclosure or subsequently becomes publicly available

through no breach of this Contract by Contractor or any person for whom Contractor is responsible;

(b) Was lawfully known to Contractor, without restriction on disclosure, before its disclosure by Alliance;

(c) Is lawfully received by Contractor from a third party without a duty of confidentiality and without violation of any obligation owed to Alliance; or

(d) Was independently developed by Contractor without use of or reference to Confidential Information.

5.4 Required Disclosure. If Contractor is required by law, regulation, subpoena, court order, or other legal process to disclose Confidential Information, Contractor shall, to the extent legally permitted, promptly notify Alliance in writing before making such disclosure and reasonably cooperate with Alliance in seeking appropriate protective measures. Contractor shall disclose only the portion of Confidential Information legally required to be disclosed.

5.5 Security and Unauthorized Disclosure. Contractor shall maintain reasonable administrative, technical, and physical safeguards to protect Confidential Information against unauthorized access, use, disclosure, alteration, or destruction. Contractor shall promptly notify Alliance in writing upon discovery of any actual or reasonably suspected unauthorized access to, use of, or disclosure of Confidential Information and shall reasonably cooperate with Alliance in investigating and mitigating the effects of such incident.

5.6 Return or Destruction of Information. Upon expiration or termination of this Contract, or upon Alliance's earlier written request, Contractor shall promptly return or securely destroy Confidential Information in its possession or control, including copies thereof, except to the extent retention is required by applicable law or professional record-retention obligations. Any Confidential Information retained pursuant to such exception shall remain subject to the confidentiality obligations of this Section.

5.7 Publicity and Use of Alliance's Name. Contractor shall not use Alliance's name, logo, trademarks, project information, photographs, renderings, drawings, or other materials relating to the Services in any advertisement, publication, portfolio, case study, press release, or other promotional material without Alliance's prior written consent.

5.8 Duration and Survival. Contractor's obligations under this Section shall remain in effect throughout the Term of this Contract and for five (5) years following its expiration or termination. Notwithstanding the foregoing, obligations relating to trade secrets shall continue for so long as such information qualifies as a trade secret under applicable law, and obligations relating to building security information, access credentials, and other information that remains sensitive by its nature shall continue for so long as such information remains non-public and sensitive.

6.0 Ownership of Work Product and Intellectual Property Rights.

6.1 Project Work Product. All reports, studies, analyses, recommendations, drawings, plans, specifications, renderings, designs, models, surveys, and other documents and materials specifically prepared or developed by Contractor or its employees, agents, subcontractors, or subconsultants in the performance of the Services under this Contract (collectively, the "Project Work Product") shall be delivered to Alliance in accordance with the requirements of this Contract and Attachment 1. Alliance shall own all right, title, and interest in the physical and electronic copies of the Project Work Product delivered to Alliance, subject to the intellectual property rights retained by Contractor under this Section.

6.2 Contractor's Pre-Existing Intellectual Property. Notwithstanding Section 6.1, Contractor shall retain ownership of all intellectual property, materials, methodologies, processes, software, standard details, templates, tools, and other materials developed or acquired by Contractor independently of this Contract or prior to its performance of the Services ("Pre-Existing Intellectual Property"). Contractor shall identify any material Pre-Existing Intellectual Property incorporated into the Project Work Product. Contractor hereby grants to Alliance a perpetual, irrevocable, worldwide, royalty-free, nonexclusive license to use, reproduce, modify, adapt, and create derivative works from any such Pre-Existing Intellectual Property to the extent incorporated into or reasonably necessary to use, complete, maintain, repair, renovate, alter, expand, or otherwise make use of the Project Work Product and the facilities or projects contemplated by this Contract. This license includes the right to authorize other architects, engineers, contractors, consultants, and other parties acting on behalf of or for the benefit of Alliance to exercise such rights.

6.3 License to Use Project Work Product. To the extent Contractor or its employees, agents, subcontractors, or subconsultants retain any copyright or other intellectual property rights in the Project Work Product, Contractor hereby grants, and shall obtain from its subcontractors and subconsultants, a perpetual, irrevocable, worldwide, royalty-free, nonexclusive license for Alliance and its designees to use, reproduce, distribute, display, perform, modify, adapt, and create derivative works from the Project Work Product for purposes of evaluating, designing, constructing, completing, occupying, using, maintaining, repairing, renovating, altering, expanding, relocating, or demolishing the facilities or projects contemplated by this Contract. Such license shall include the right to authorize other architects, engineers, contractors, consultants, landlords, and other parties acting on behalf of or for the benefit of Alliance to use and modify the Project Work Product for such purposes. The license shall survive expiration or termination of this Contract for any reason and shall not be revoked due to termination of the Contract or any subsequent change in Contractor's relationship with Alliance. The license shall be effective upon creation of the applicable Project Work Product and shall not be subject to revocation or suspension based on any payment dispute or other dispute between the Parties. Any amounts properly due to Contractor shall remain payable in accordance with this Contract.

6.4 Delivery of Work Product. Contractor shall deliver to Alliance all Project Work Product prepared in connection with the Services, including final and reasonably requested interim versions, in both PDF and native electronic formats, where applicable and available, reasonably necessary to permit Alliance and its designees to access, use, reproduce, modify, and further develop such materials. Contractor shall ensure that its agreements with subcontractors and subconsultants permit Contractor to satisfy its delivery and licensing obligations under this Section.

6.5 Modifications and Use by Others. Alliance may use or authorize others to use, modify, or adapt the Project Work Product without retaining Contractor. Contractor shall not be responsible for modifications made by others without Contractor's participation or written approval, or for the use of Project Work Product in a manner outside the scope of the license granted herein, to the extent any resulting damages are caused by such modifications or use. Nothing in this Section shall relieve Contractor of responsibility for its own negligent acts, errors, or omissions in preparing the original Project Work Product or otherwise performing the Services.

6.6 Third-Party Materials. Contractor shall identify any third-party materials, software, content, or other intellectual property incorporated into the Project Work Product that are subject to separate licensing restrictions. Contractor shall obtain or arrange for such licenses, permissions, and rights as are reasonably necessary to permit Alliance to use the Project Work Product for the purposes

contemplated by this Contract, and shall disclose any material restrictions on such use to Alliance in writing before incorporating such materials into the Project Work Product.

6.7 Survival. The rights and obligations of the Parties under this Section shall survive expiration or termination of this Contract.

7.0 Termination. Termination of this Contract under the terms set forth below shall not form the basis of any claim for loss of anticipated profits by either Party. The rights and remedies of Alliance provided in this Section 7.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

7.1 Termination for Convenience. Alliance may terminate this Contract, in whole or in part, without cause, upon thirty (30) days' written notice to Contractor. Alliance may also terminate this Contract immediately upon written notice if continued performance is no longer necessary or in the best interests of Alliance. Upon termination for convenience, Contractor shall be compensated for Services properly performed through the effective date of termination, together with any reasonable, documented, non-cancelable commitments expressly authorized by Alliance in advance. Contractor shall not be entitled to compensation for unperformed Services, anticipated profits, or other damages arising from such termination. Contractor shall take reasonable steps to minimize any costs incurred as a result of termination.

7.2 Termination for Default. Alliance may, by written notice to the Contractor, terminate the whole or any part of this Contract immediately, if, in the judgment of Alliance:

(a) Contractor has materially breached this Contract; or
(b) Contractor is in violation of any law, rule or regulation; or
(c) Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract, including but not limited to timely submission of required reports, records or documentation; or
(d) Contractor fails to maintain any license, registration, qualification, or insurance coverage required under this Contract; or
(e) Contractor engages in fraud, dishonesty, gross negligence, willful misconduct, or other conduct that materially compromises its ability to perform the Services or Alliance's interests; or
(f) Contractor becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to bankruptcy or insolvency proceedings that materially affect its ability to perform the Services; or
(g) Contractor is no longer eligible or reasonably capable of providing the Services required under this Contract.

7.3 Opportunity to Cure. Alliance may, but shall not be required to, provide Contractor with written notice of a breach and an opportunity to cure within a period specified by Alliance. If Contractor fails to cure the breach within the specified period, or if Alliance determines that the breach is incapable of cure or presents an immediate risk to Alliance or its interests, Alliance may terminate this Contract immediately upon written notice. Nothing in this Section shall limit Alliance's right to terminate immediately under Section 7.2.

7.4 Consequences of Termination. Upon expiration or termination of this Contract, in whole or in part, for any reason:

(a) Contractor shall immediately discontinue the terminated Services as directed by Alliance, take reasonable steps to minimize further costs and expenses, and cooperate with Alliance to facilitate an orderly transition of the Services.
(b) Contractor shall promptly deliver to Alliance all Project Work Product, as defined in Section

6.1, prepared or developed through the effective date of termination, including completed and partially completed drawings, plans, specifications, designs, reports, studies, analyses, calculations, models, electronic files, and other project materials, whether in draft or final form. Such delivery shall be made in accordance with Section 6.0 and Attachment 1 and shall not be conditioned upon payment of disputed amounts.

(c) Contractor shall provide reasonable transition assistance requested by Alliance, including cooperation with any replacement architect, engineer, contractor, or other consultant designated by Alliance to facilitate continuation or completion of the project. Any transition assistance beyond the delivery of existing Project Work Product and reasonable cooperation necessary to transfer the project shall be subject to compensation only to the extent expressly authorized in writing by Alliance.

(d) Contractor shall submit a final invoice for Services properly performed through the effective date of termination, together with any other amounts properly payable under Section 7.1, as applicable. Alliance shall have no obligation to pay for Services not performed or deliverables not provided, except as otherwise expressly agreed in writing.

(e) In the event of termination for default under Section 7.2, Alliance may deduct expenses and damages incurred as a result of Contractor's breach and may procure replacement or substitute services from another source. Contractor shall be liable for any reasonable excess costs incurred by Alliance in obtaining such replacement or substitute services, to the extent permitted by applicable law.

(f) Contractor shall return or securely destroy Alliance's Confidential Information, as directed by Alliance, subject to any applicable legal or contractual record-retention obligations.

(g) Termination shall not affect any rights, obligations, or liabilities of the Parties that accrued prior to the effective date of termination or any provisions that expressly or by their nature survive termination, including Sections 5.0, 6.0, 11.0, and 12.0.

The Contractor shall continue performing any Services not terminated under this Section, as directed by Alliance.

7.5 Force Majeure. Contractor shall not be liable for any such excess costs of the type identified in Section 7.4 if Contractor's failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of Federal, State or Local governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Section 7.5, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier. Contractor shall promptly notify Alliance in writing of any force majeure event affecting its performance, including the anticipated duration and the Services affected. Contractor shall use commercially reasonable efforts to mitigate the effects of such event and resume performance as soon as reasonably practicable. Any adjustment to the time for performance shall be limited to the extent reasonably attributable to the force majeure event. If such event materially prevents performance of the Services for a period of thirty (30) consecutive days, Alliance may terminate this Contract, in whole or in part, upon written notice, without liability for unperformed Services or anticipated profits.

7.6 Availability of Funds. Either party may terminate this Contract, by providing written notice, if Federal, State or other government funds are revoked, terminated or reduced in a manner beyond the

control of Alliance. If Federal, State or other government funds are revoked, terminated or reduced in a manner beyond the control of Alliance, Alliance will notify Contractor and provide payment to Contractor for services performed under this Contract up to the time of revocation, termination or reduction, subject to the availability of Federal, State or other government funds at the time of payment. Contractor hereby acknowledges and agrees that Alliance shall not be liable to Contractor for any loss of Federal, State or other government funds in the event of the revocation, termination or reduction of the same or for any other payments or damages arising from a loss of funding, including, but not limited to, general, special or consequential damages.

8.0 Compliance with Laws. Contractor represents that it is legally authorized to do business in North Carolina, is in good standing with the North Carolina Secretary of State's Office to the extent applicable, and is in compliance with all applicable federal, state and local employment laws, rules and regulations, including but not limited to the North Carolina Workers' Compensation Act and all safety precautions and programs required by the Occupational Safety and Health Administration (OSHA). The Contractor represents and warrants that in performing the Services, it will not be in breach of any Contract with a third party.

9.0 Non-Discrimination. Contractor represents that it does not discriminate, harass, or retaliate against any employee or applicant for employment on the basis of race, color, ethnicity, national origin, age, disability, sex, pregnancy, religion, National Guard or veteran status, sexual orientation, gender identity or gender expression.

In addition, Contractor takes affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to race, color, ethnicity, national origin, age, disability, sex, pregnancy, religion, National Guard or veteran status, sexual orientation, gender identity or gender expression. In the event a Contractor is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by Alliance.

10.0 Independent Contractor. Contractor is an independent contractor and shall not represent itself as an agent, representative or employee of Alliance for any purpose and has no authority to bind or commit Alliance to any contracts or other obligations. Contractor shall be solely responsible for payment of all federal, state and local taxes as well as any applicable business license fees arising out of Contractor's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes. Contractor shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by the North Carolina Workers' Compensation Act.

11.0 Indemnification. To the fullest extent permitted by applicable law, Contractor shall indemnify and hold harmless Alliance and its officials, officers, employees, and agents from and against any and all third-party claims, demands, damages, losses, liabilities, judgments, settlements, costs, and expenses, including reasonable attorneys' fees and litigation expenses actually incurred, to the extent proximately caused by the negligent acts, errors, or omissions, recklessness, intentional misconduct, breach of contract, or violation of applicable law by Contractor or its employees, agents, subcontractors, subconsultants, or other persons or entities for whom Contractor is legally responsible in connection with the performance of Services under this Contract.

Contractor's indemnification obligations shall not extend to any liability, loss, damage, or expense to the extent caused by the negligence or other fault of Alliance or any other person or entity for whom Contractor is not legally responsible. Nothing in this Section shall require Contractor to undertake or pay for the defense of Alliance against a claim before a determination of fault, nor shall this Section be construed to impose any obligation prohibited by N.C. Gen. Stat. § 22B-1.

The obligations set forth in this Section shall not be limited by the amount or availability of insurance maintained by Contractor pursuant to Section 12.0 of this Contract and shall survive expiration or termination of this Contract.

Nothing contained in this Contract shall be deemed to constitute a waiver of the sovereign immunity of Alliance as a local political subdivision of the State of North Carolina, which immunity is expressly reserved.

12.0 Insurance. (May be changed based on SOW) Contractor shall maintain, at its expense, the following minimum insurance coverage from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina: **$1,000,000 per occurrence and $2,000,000 aggregate – General Liability**. Upon execution of this Contract, Contractor shall furnish to Alliance a Certificate of Insurance reflecting the minimum limits stated above. The Contractor shall provide for thirty (30) days' advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. All such insurance shall meet all laws, rules, regulations and requirements of the State of North Carolina. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

13.0 U.S. Office of Inspector General Exclusion List. Alliance is prohibited from contracting with any person or entity identified on the List of Excluded Individuals / Entities maintained by the Office of Inspector General of the U.S. Department of Health & Human Services (HHS) (the "Exclusion List"). Contractor specifically warrants and represents that Contractor and its owners/ operators/ managing employees are not included on the Exclusion List as of the effective date of the Contract. Contractor further agrees that should it or any of its owners/ operators/ managing employees be included on the Exclusion List at any time during which it performs Services pursuant to the Contract, such listing shall be considered a material breach of the contract between Alliance and the Contractor and the Contract shall be immediately terminated without the opportunity to cure.

14.0 Eligibility to Perform Work. Contractor certifies that it verifies the employment eligibility of its employees and contractors as set forth in the Department of Homeland Security (DHS) Form I-9 employment eligibility verification.

15.0 Audit Rights. Contractor explicitly acknowledges the rights of NC DHHS or any of its Divisions, Alliance and other State or Federal officials to inspect, monitor and audit Services performed under this Contract; and the rights of NC DHHS, Alliance and other State or Federal officials to inspect and audit any financial records. For all Services being provided hereunder, Alliance shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both Parties. Notwithstanding the foregoing, Contractor must make the materials to be audited available within seven (7) calendar days of the request for them.

16.0 Record Keeping. Contractor shall maintain all information and records reviewed or created in the performance of its duties under this Agreement for the minimum 10-year retention period for North Carolina Medicaid records and pursuant to the requirements of Alliance and Alliance's National Accrediting Body. Contractor agrees to provide Alliance access to the books and records maintained under the Contract during normal business hours so that Alliance may perform its audit obligations, provided that any such access shall be consistent with applicable State and Federal laws and regulations. Contractor and Alliance agree that all such documents shall be kept confidential, consistent with applicable State and Federal laws and regulations. Contractor's obligations to maintain records under this Paragraph shall continue following termination of the Contract.

16.1 Prohibition on the Offshore Storage of Data. Contractor acknowledges, agrees and certifies that it will not locate or store Data outside of the United States or transact, with Data, in a system or storage device outside of the United States for any purpose, including, but not limited to, development, testing, production operations or analytics. For purposes of this Section 16.1, "Data" refers to any production data related to the operations or support of North Carolina's Medicaid Program by Alliance or Contractor on behalf of Alliance. Data includes personally identifiable data

and data that is not personally identifiable, as well as data that may be publicly available. Data also includes both production data being utilized for testing purposes in test environments and production data being used for ongoing operations in production systems.

17.0 Cooperation with Oversight Activities. Contractor agrees to cooperate with Alliance in its oversight activities and shall take such corrective action as is necessary to comply with State and Federal law and any Accreditation Standards. Contractor further agrees to provide timely, accurate, and appropriate data and information to enable Alliance to fulfill applicable accrediting organizations' and Federal and State regulatory filing requirements, provided the disclosure of such information is consistent with applicable State and Federal laws regarding confidentiality.

17.1 Oversight Activities for Federally-Funded Services. For Services paid for with federal funds, including Medicaid funding, Contractor agrees:

(a) The State of North Carolina, the Centers for Medicaid and Medicare Services ("CMS"), the US HHS Inspector General, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any books, records, contracts, computer or other electronic systems of Contractor, or of the Contractor's subcontractors, that pertain to any aspect of services and activities performed, or determination of amounts payable under this contract.

(b) That Contractor will make available, for purposes of an audit, evaluation, or inspection under paragraph (a) of this section, its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to Alliance's Medicaid enrollees.

(c) The right to audit under paragraph (a) of this section will exist through 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later.

(d) If the State of North Carolina, CMS, or the US HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, the State of North Carolina, CMS, or the HHS Inspector General may inspect, evaluate, and audit the Contractor or its subcontractors at any time.

18.0 Not Responsible for Expenses. Alliance shall not be liable to Contractor for any expenses paid or incurred by Contractor, unless as specifically described in Attachment 1.

19.0 Equipment. Contractor shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

20.0 Assignment and Subcontracting.

20.1 Assignment. Contractor shall not assign, transfer, delegate, or otherwise convey this Contract, or any of its rights or obligations hereunder, without the prior written consent of Alliance. Any attempted assignment or transfer without such consent shall be void. Alliance may assign or transfer this Contract, in whole or in part, to an affiliate, successor, or other entity assuming or succeeding to all or substantially all of Alliance's relevant operations or functions, upon written notice to Contractor.

20.2 Subcontractors and Subconsultants. Contractor shall not subcontract or delegate any material portion of the Services without the prior written approval of Alliance. Contractor shall identify in Attachment 1, or otherwise disclose to Alliance in writing, all proposed subconsultants and subcontractors that will provide architectural, engineering, design, or other material professional services in connection with this Contract. Contractor shall obtain Alliance's prior written approval

before engaging any additional subconsultant or subcontractor to perform such services or materially changing the scope of services assigned to an approved subconsultant or subcontractor.

20.3 Responsibility for Subcontracted Services. Approval by Alliance of any subcontractor or subconsultant shall not relieve Contractor of any responsibility or liability under this Contract. Contractor shall remain fully responsible for the acts, omissions, performance, and compliance with this Contract of all subcontractors and subconsultants as if they were the acts or omissions of Contractor. Contractor shall be responsible for coordinating and integrating all subcontracted services with the Services performed directly by Contractor.

20.4 Flow-Down Requirements. Contractor shall ensure that all agreements with its subcontractors and subconsultants contain provisions sufficient to enable Contractor to comply with its obligations under this Contract, including, as applicable, requirements concerning professional qualifications and licensing, confidentiality, insurance, indemnification, ownership and licensing of Project Work Product, record retention, and cooperation with Alliance. Contractor shall ensure that its agreements with subcontractors and subconsultants do not restrict Alliance's rights under Section 6.0 of this Contract.

20.5 No Direct Contractual Relationship. No subcontractor or subconsultant shall have any contractual relationship with Alliance solely by virtue of its engagement by Contractor. Contractor shall remain solely responsible for compensating its subcontractors and subconsultants, and Alliance shall have no obligation to make direct payments to any such party unless otherwise expressly agreed in writing.

21.0 No Third Party Beneficiary Contract Rights Conferred: Nothing in this Contract shall be construed as creating or justifying any liability, claim or cause of action, however alleged or arising, by any third party against Alliance.

22.0 Entire Contract. This Contract, including Attachment 1 constitutes the entire understanding between the Contractor and Alliance with respect to the subject matter hereof, shall supersede all prior understandings and Contracts relating to the subject matter hereof and may not be amended except by a written Agreement signed by the Contractor and an authorized representative of Alliance.

23.0 Notice. All notices (including material change in Contractor's ability to perform), reports, records, or other communications which are required or permitted to be given to the Parties under the terms of this Contract (other than Invoices as set forth in Section 3.0) shall be sufficient in all respects if given in writing and delivered in person, by confirmed facsimile transmission, by DocuSign, by overnight courier, or by registered or certified mail, postage prepaid, return receipt requested, to the receiving party at the following address:

If to Alliance: Alliance Health
Attention: Office of Legal and Public Affairs
5200 W. Paramount Parkway, Suite 200
Morrisville, NC 27560

If to Contractor: _____
Attention: _____
_____
_____

24.0 Governing Law and Forum. This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All legal actions brought by either Party hereunder relating in any way to this Contract shall be brought in the General Court of Justice in Wake County, North Carolina.

25.0 Headings. The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both Parties and no interpretation shall be made to the contrary.

26.0 Nonwaiver. No covenant, term, condition, or undertaking contained in the Contract may be waived except by the explicit written agreement of the Parties. Forbearance or indulgence in any other form by either Party in regard to any covenant, condition or undertaking to be kept or performed by the other Party shall not constitute a waiver thereof, and until complete satisfaction or performance of all such covenants, conditions, and undertakings have been satisfied, the other Party shall be entitled to invoke any remedy available under the Contract, despite any such forbearance or indulgence.

27.0 Severability. If any one or more provisions of this Contract are declared invalid or unenforceable, the same shall not affect the validity or enforceability of any other provision of this Agreement and such invalid or unenforceable provision(s) shall be limited or curtailed only to the extent necessary to make such provision valid and enforceable.

28.0 Counterparts. The Contract shall be executed in two (2) counterparts, each of which will be deemed an original.

29.0 E-Verify. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, as applicable. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

30.0 Uniform Guidance. The Uniform Guidance (UG) are rules that set uniform standards for the award and expenditure of federal financial assistance (i.e., grants and loans) to non-federal entities. The standards apply to public authorities and local governments that expend federal financial assistance by means of Purchase, Service, Construction and/or Repair contracts exceeding $10,000. Effective 7/1/18, Alliance and Contractor/Consultant/Vendor shall comply with the Uniform Guidance requirements as codified in 2 C.F.R. Part 200, when applicable. The procurement standards are codified at 2 C.F.R. Subpart D. Uniform Guidance supersedes previous rules/OMB Circulars (ex: A-102, A-133). ***This contract does not follow UG process.***

31.0 Conflicts of Interest. Contractor agrees that by signing this Agreement, Contractor has made Alliance aware of any potential or actual Conflicts of Interest related to Alliance Board members and/or employees. In the event a Conflict of Interest arises, the Contractor shall immediately disclose the conflict to Alliance. Alliance may, at its discretion, terminate the agreement if it finds that a Conflict of Interest exists and poses a material conflict to and with the performance of the Contractor's obligations.

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IN WITNESS WHEREOF, each Party has caused this agreement to be executed in multiple copies, each of which shall be deemed an original, as the act of said Party. Each individual signing below certifies that it has been granted the authority to bind that Party to the terms of this Contract and any Addendums or Attachments thereto.

Contractor/Vendor Name

By: _____

Print Name: _____

Title: _____

Date Signed: _____

Alliance Health

By: _____

Print Name: _____

Title: _____

Date Signed: _____

This instrument has been pre-audited
in the manner required by the
Local Government Budget and Fiscal Control Act.

_____
Alliance Health, Finance Officer (or Designee)

ATTACHMENT 1

SCOPE OF WORK

This Scope of Work is an integral part of the contract between **Alliance Health** (hereinafter referred to as "Alliance") and _____ (hereinafter referred to as "Contractor"), which contract is dated _____ **to** _____.

Contractor hereby agrees to provide services and/or materials to Alliance pursuant to the provisions set forth below.

SOW TBD AND INSERTED HERE

Finance.
Please reference the assigned Alliance Health Project ID Number (see below) when submitting invoices. If your organization has multiple Contracts, the assigned Alliance Health Project ID Number(s) for each Contract **must** be invoiced separately. Multiple Project IDs **cannot** be on the same invoice.

If the contract is an hourly rate agreement, invoices must be broken down in detail with the description of service(s), the number of hours by each person(s), and the applicable rate(s) for all charges accordingly.

Contract Number:
Project ID Number: (Please reference this Project ID Number when submitting invoices)
Start Date:
Completion Date**:**

Point of Contact and Communication.
INSERT NAME, TITLE, of who will be Alliance's point of contact for services provided hereunder.

Attach proposal, quote or letter of introduction etc. you have received from the Architectural Firm.

Delete Travel Reimbursement Guidelines if not applicable to contract OR keep and delete this red text

Travel Reimbursement Guidelines

All travel paid or reimbursed to Vendors shall be subject to the following travel terms & conditions and limits. Travelers are expected to exercise good judgment when incurring travel costs. Travelers shall not seek reimbursement for expenses not incurred; expenses provided free of charge; or expenses which will be paid or reimbursed from another source. Travelers will only be reimbursed for reasonable and necessary travel expenses actually incurred in the performance of contracted duties.

1. Receipts - Original itemized receipts are required for reimbursement of travel expenses (e.g. airfare, hotel, car rental, Uber, Lyft, meals, etc.). Original itemized receipts are actual receipts. Credit card charge slips or statements will be accepted in lieu of original receipts.
2. Lodging - Travelers are encouraged to use hotel properties in areas surrounding Alliance offices (Alliance Health Home Office, Morrisville, NC). Lodging costs will be based on the General Services Administration (GSA) per diem rates https://www.gsa.gov/portal/content/104877,unless otherwise specified in contract.
3. Mileage Use / Personal Vehicles - Alliance will reimburse mileage pursuant to the current IRS maximum allowed rate. Travelers will not be reimbursed for any extra lodging or meal expenses incurred as a result of using a vehicle versus flying.
4. Car Rental - Vehicles up to and including full-size cars are approved for rental. Specialty vehicles, vans and sport utility vehicles are not approved.
5. Meals and Incidental Expenses (M&IE) - Meals and incidental expenses are intended to cover the costs of a single days' worth of meals and incidental costs (such as tips and parking) based on the average cost for these expenses in the area. Travelers are encouraged to use General Services Administration (GSA) M&IE rates, https://www.gsa.gov/portal/content/104877 unless otherwise specified. The maximum meal rates include tax and tip. Meals included in the cost of airfare, lodging, or as part of an event or conference package, are not reimbursable.
    a. Tipping - Reimbursement for tipping will be limited to what is considered industry standard. Reimbursement documents must indicate if paid with cash.
    - Meals 15% - 20% (pre-tax)
    - Baggage handling $1.00 - $2.00 per bag
    - Shuttle services $1.00 - $2.00 per ride or per bag
    - Hotel housekeeping services $2.00 - $3.00 per person, per night
6. Non-reimbursable Expenses - The following are examples of non-reimbursable expenses:
    a. Alcohol, tobacco, or vaping products
    b. Lost or stolen cash or personal property
    c. Personal items and services
    d. Laundry, dry cleaning
    e. Concierge services
    f. Travel agent charges
    g. In room movies
    h. Gym use fees
    i. Kennel fees
    j. Childcare costs
    k. Traffic citations, parking tickets, and other vehicle fines
    l. Circuitous or side trips for personal reasons
    m. Personal entertainment or sightseeing
    n. Airline, car, hotel, club or travel memberships
    o. Repairs, towing, etc. for personal vehicles
    p. Late payment penalties and interest on credit cards
    q. First class travel
    r. Travel obtained using personal frequent flyer miles, reward programs or discounts
    s. Travel add-ons, such as travel or baggage insurance, trip protection, cancelation/delay/interruption insurance, upgraded seating, early check in, TSA preflight services, optional travel services, wi-fi, movies, etc.
    t. Baggage charges for more than one baggage
    u. Other unnecessary non-business expenses

Per Diem Rates (October 2026 - September 2027)

Lodging (Fayetteville)	$129.00/night
Lodging (Raleigh)	$142.00/night
Lodging (Charlotte)	$143.00/night
Meals & Incidental Expenses (Fayetteville)	$68.00/day
Meals & Incidental Expenses (Raleigh)	$74.00/day

Meals & Incidental Expenses (Charlotte) $80.00/day
IRS Mileage Rates (January 1, 2026 - December 31, 2026): 72.5¢ per mile