



**SEARHC-RFP-26-7**

**ISSUE DATE: June 30, 2026**

**SOUTHEAST ALASKA REGIONAL HEALTH CONSORTIUM (SEARHC)**

**REQUEST FOR PROPOSALS (RFP) TO PROVIDE  
ARTIFICIAL INTELLIGENCE DRIVEN PROFESSIONAL FEE CODING SERVICES TO  
SEARHC**

**ISSUED BY:**

**SouthEast Alaska Regional Health Consortium  
Supply Chain Management  
3100 Channel Drive, Suite 300  
Juneau, AK 99801**

**DATE AND TIME FOR RECEIPT OF PROPOSALS:**

**Full Proposal:  
4:00 p.m. Alaska Time July 24, 2026**

**SouthEast Alaska Regional Health Consortium  
Attn: Quy Nguyen  
qnguyen@searhc.org  
SEARHC, Strategic Sourcing Analyst  
1111 Lake Washington Boulevard N.  
Renton, WA 98056-2502**

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# INSTRUCTIONS TO PROPOSERS

## 1. Background

SEARHC is a consortium of federally-recognized tribes, incorporated as a non-profit corporation under Alaska law, and a tribal organization for purposes of Title V of the Indian Self-Determination and Education Assistance Act, Pub. L. 93-638, as amended (“ISDEAA”). SEARHC provides healthcare services in Southeast Alaska to American Indians, Alaska Natives and other eligible individuals under the Alaska Tribal Health Compact and funding agreement with the Indian Health Service (“IHS”) authorized by Section 325 of Pub. L. 105-83 and Title V of the ISDEAA.

SEARHC’s corporate headquarters are located at 3100 Channel Drive, Juneau, AK 99801. SEARHC operates two critical access hospital facilities, including Mt. Edgecumbe Medical Center, located at 227 Tongass Drive, Sitka, AK 99835 and Wrangell Medical Center, located at 232 Wood Street, Wrangell, AK 99929, in addition to multiple clinics and additional healthcare facilities across 27 communities throughout Southeast Alaska.

## 2. Solicitation

2.1. SEARHC is seeking autonomous coding services (hereafter referred to as “the Service”). The selected contractor shall provide for the delivery of the described services required to provide the services successfully, accurately, and at the best possible value. The selected contractor is expected to perform the Service in accordance with the terms and conditions of SEARHC’s contract and related documents. The selected contractor shall be expected to represent and warrant that all autonomous technology utilized in connection with the services (i) will incorporate and maintain appropriate human-in-the-loop (HITL) mechanisms to ensure the accuracy, reliability, and appropriateness of any outputs, recommendations, or determinations made by such technology; and (ii) is designed with the intention to avoid discrimination, bias and hallucinations that could adversely impact such outputs, recommendations, or determinations.

### 2.2. Notification of Intent to Bid

2.2.1. Firms shall inform SEARHC if they do or do not intend to submit a proposal in response to this RFP by emailing the Contracting Officer, Quy Nguyen, [qnguyen@searhc.org](mailto:qnguyen@searhc.org), **no later than 4:00 p.m. Alaska Time on July 7, 2026**. The email shall be clearly labeled with subject line “RFP 26-7 – INTENT TO BID”. The content of the email shall contain the name of the Offeror as well as reference this RFP by name.

### 2.3. Questions

2.3.1. Questions related to the content of this RFP must be submitted to Quy Nguyen, [qnguyen@searhc.org](mailto:qnguyen@searhc.org) **no later than 4:00 p.m. Alaska Time on July 14, 2026**. All emails must identify the RFP title in the subject line and indicate the relevant section number of Offeror’s question.

2.3.2. Answers shall be published and distributed to all Offerors. Questions will only be answered in writing. Revisions to this RFP shall only be made through formal written addenda that will be made available to all interested Offerors. Oral and other interpretations or clarifications will be without legal effect. It is the Offeror’s responsibility to ensure they are on SEARHC’s list to receive all addenda. Questions will not be identified by Proposer. SEARHC reserves the right to decline to respond to any question(s).

2.3.3. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Proposers shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

### 2.4. Proposal Deadline

2.4.1.A proposal in the requested format requested and separate PDF for pricing must be emailed to Quy Nguyen, qnguyen@searhc.org, and received **no later than 4:00 p.m. Alaska Time on July 24, 2026**. Email submission only. No hard copy proposals are requested. Proposals received after the deadline may not be accepted.

2.5. The RFP does not require SEARHC to award a contract or pay any of the costs incurred in preparing and submitting proposals in anticipation of a contract. SEARHC reserves the right to waive irregularities and accept or reject any or all proposals.

### 3. Project Overview

SEARHC intends to enter a contract to provide autonomous coding services for our organization. in accordance with requirements of this RFP. The contract period will be a term of 36 months with options for three one-year extensions at SEARHC's discretion.

### 4. Scope of Services:

The scope of services includes an artificial intelligence-driven coding solution and related implementation, integration, workflow, reporting, audit, and support services necessary to support SEARHC's professional fee coding operations and related revenue cycle workflows.

#### 4.1. Required Solution Capabilities

4.1.1. Analyze structured and unstructured clinical documentation, orders, results, operative notes, discharge summaries, provider notes, charge data, and other relevant encounter information.

4.1.2. Generate recommended diagnosis, procedure, modifier, revenue, charge, and/or facility-specific codes, as applicable to the proposed use case.

4.1.3. Support current ICD-10-CM, ICD-10-PCS, CPT, HCPCS, DRG/APC logic, National Correct Coding Initiative edits, local and national coverage determinations, payer-specific rules, and organization-specific coding policies.

4.1.4. Provide confidence scoring, rationale, source-document traceability, and clear evidence for each recommended code.

4.1.5. Route encounters to full automation, coder review, clinical documentation improvement, physician query, charge review, or billing hold based on configurable thresholds and business rules.

4.1.6. Maintain an auditable record of AI recommendations, human edits, final codes, timestamps, user actions, overrides, and supporting documentation.

#### 4.2. Meditech Integration Requirements

4.2.1. Vendor shall integrate with the organization's Meditech Expanse environment, including the specific version, modules, interface engine, workflows, environments, and hosting models identified during discovery.

4.2.2. Vendor shall support standards-based interoperability methods commonly used with Meditech, including HL7 v2 messaging, FHIR R4 APIs where available, RESTful APIs, secure file exchange, and other approved interface patterns.

4.2.3. Required data flows may include patient demographics, encounter data, ADT events, orders, results, clinical documentation, operative reports, charges, coding status, final codes, edits, work queue updates, and billing-ready outputs.

- 4.2.4. Vendor shall support bidirectional integration where approved, including return of final codes, coding status, coder notes, charge or claim edits, and audit indicators to Meditech and/or related downstream systems.
- 4.2.5. Vendor shall not require unsupported modification of Meditech source code and shall coordinate with Meditech, the organization's IT team, interface engine resources, and revenue cycle stakeholders as needed.
- 4.2.6. Vendor shall provide interface specifications, data mapping, test scripts, error handling procedures, monitoring dashboards, downtime procedures, and remediation processes for failed or delayed transactions.

#### 4.3. Reporting and Performance Metrics

- 4.3.1. Vendor solution shall provide dashboards and scheduled reports for coding productivity, automation rate, accuracy, coder touch rate, discharge-to-bill time, case turnaround time, denial trends, edit rates, override rates, audit findings, and financial impact.
- 4.3.2. Reports shall be filterable by facility, service line, encounter type, coder, provider, payer, specialty, DRG/APC, diagnosis/procedure category, and date range, as applicable.
- 4.3.3. Vendor shall provide operational monitoring for interface status, transaction latency, failed messages, exception queues, system availability, processing volumes, and support tickets.
- 4.3.4. Vendor shall participate in regular performance reviews and provide recommendations for optimization, education, configuration changes, and workflow improvement.

#### 4.4. Governance and Oversight

- 4.4.1. Solution shall include configurable human-in-the-loop review for low-confidence cases, high-risk codes, selected payers, high-dollar accounts, new service lines, regulatory changes, and other defined risk categories.
- 4.4.2. Vendor shall support pre-production validation, concurrent audit sampling, retrospective audits, targeted reviews, and ongoing monitoring for accuracy, consistency, bias, model drift, payer policy changes, and documentation gaps.
- 4.4.3. Vendor shall maintain current coding references, regulatory updates, payer rules, edit logic, and release notes, with advance notice of material changes affecting coding outputs.
- 4.4.4. Vendor shall provide documentation sufficient to support coding rationale, payer appeals, internal audits, external audits, compliance reviews, and management reporting.

#### 4.5. Security, Privacy, and Data Management

- 4.5.1. Vendor shall comply with HIPAA, HITECH, applicable state privacy laws, organizational security policies, and all business associate requirements.
- 4.5.2. Vendor shall provide encryption in transit and at rest, role-based access controls, least-privilege permissions, audit logging, secure authentication, environment segregation, vulnerability management, incident response, and data retention controls.
- 4.5.3. Vendor shall identify all hosting locations, subcontractors, third-party tools, offshore resources, and data processing activities involved in service delivery.
- 4.5.4. Vendor shall support data minimization, secure deletion, breach notification, access reviews, and audit log availability in accordance with contract requirements.

4.5.5. Vendor shall not use organization data to train shared or external models without prior written approval and mutually agreed safeguards.

**5. Proposal Content and Format**

5.1. Content and Format

5.2. A cover letter referencing the title of the RFP that includes:

5.2.1. Statement that the signing individual has the authority to bind the Proposer to the proposal.

5.2.2. Name and contact information of the individual who is authorized to make representations and commitments for the Proposer.

5.2.3. Confirmation that all addenda have been received and considered.

5.2.4. Statement that if Proposer is selected by SEARHC, a statement from Proposer that it will enter into SEARHC's standard business associate agreement in the form attached hereto as Attachment E.

5.3. Statement of history and qualifications including similar project experience.

5.3.1. Provide a history of Proposer, your technical qualifications, and areas of expertise & length of time in business.

5.3.2. Detail of Proposer's expertise and experience in the same or similar projects within the last 10 years. Detail Proposer's resources that can be used to ensure successful delivery.

5.3.3. Provide a list of similar projects in the past five (5) years. Include the name, address, and phone number of a person who can be contacted regarding the firm's performance on each project.

5.4. Proposed Scope of Services and Delivery

5.4.1. A concise narrative which addresses each of the selection criteria and the firm's approach to delivering the Scope of Services.

5.5. Representations and Certifications

5.6. Indian Preference Provisions and Representations.

5.7. Price proposals via the attached Price Schedule Forms found in this RFP.

5.8. SEARHC may allow for changes to or the withdrawal of the proposal only if the request is made in writing and received prior to the deadline for receipt of proposals. Changes to or withdrawal of a submitted proposal may not be permitted after the deadline for receipt of proposals.

5.9. Offer expiration date. Proposals in response to this solicitation will be valid for at least 120 days after the closing date for receipt of offers for this RFP.

**6. Scoring and Selection Process**

6.1. Proposals will be evaluated based on the following criteria:

Selection Criterion	Maximum Points
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Professionalism and Adherence to Requirements of RFP <i>Proposer demonstrates professionalism in RFP response</i>	10
Qualifications, Experience, and Accomplishments <i>Proposer demonstrates prior experience and successful outcomes conducting similar scopes of work</i>	25
Proposed Scope of Services Description and Methodology <i>Proposer demonstrates ability to address optimized data integration with Meditech, clear and concise workflows and outlier management and can address full scope of medical professional fees.</i>	30
Alaska Native/American Indian Preference <i>Describe the nature of any American Indian/Alaska Native ownership of the Offeror's firm, including whether the principal American Indian/Alaska Native principal owns or controls at least 51% of the business.</i>	5
Value of Cost	30
Total Possible Points	100

## 7. Other

- 7.1. SEARHC reserves the right to: (1) Modify or otherwise alter any or all of the requirements in this RFP. In the event of any modifications, all Proposers will be given an equal opportunity to modify their proposals in the specific areas that are requested; (2) Reject any proposal not adhering to any and all requirements set forth in this RFP; (3) Reject any or all proposals received; and (4) Terminate this RFP at any time, without reason.
- 7.2. Offerors should be aware that the Project Overview information presented in this document is preliminary. Descriptions of the Project and proposed Scope of Services are subject to refinement and change to meet the ongoing needs of the Project.
- 7.3. SEARHC reserves the right to waive any formalities in the solicitation and selection process, and to make any selection based on any factors deemed to be in its own best interest. SEARHC reserves the right to reject any and/or all proposals which it deems to not be in its best interests and to proceed with the next highest ranked Proposer or to utilize an entirely different procurement process.
- 7.4. SEARHC reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the proposer specifies otherwise in the proposal.
- 7.5. All proposals and other materials submitted by the Proposer to SEARHC become the property of SEARHC. SEARHC may require, seek, and utilize all information it deems appropriate to assess the qualifications of individual Proposers. Unless otherwise clearly specified by Proposer, information in proposals submitted in response to this RFP shall be considered public information and may, at SEARHC's discretion, be released to the public at the conclusion of the evaluation, selection and contract award process. Detailed costs and price information provided will be held in confidence. Any other information related to pricing or capacity that Proposers consider confidential or proprietary and wish to remain unavailable for public disclosure should be clearly identified.
- 7.6. Any media announcements pertaining to this RFP or Program require SEARHC's prior written approval.

- 7.7. SEARHC is a consortium of Alaska Native Tribal Governments and, as such, shares the sovereign immunity of its constituent Tribes. Nothing in this RFP is a waiver of sovereign immunity.
- 7.8. This RFP does not obligate SEARHC or the selected Proposer until a contract is fully executed. The Contract will be fully executed when it is signed by an authorized representative of both parties. SEARHC shall not be responsible for work done, even in good faith, prior to execution of the Contract. If there is any conflict between the Contract and the proposal, the Contract shall control.

## Attachment A: Indemnification, Medical Liability, and Other Insurance

(a) It is expressly agreed and understood that this is a non-personal services contract under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. SEARHC may evaluate the quality of professional and administrative services provided but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional judgment and the manner in which the services are performed. SEARHC be added to all the policies below as Additional Insured with a Waiver of Subrogation in favor of SEARHC excluding the Additional Insured requirement for Workers Compensation.

The Contractor shall be solely liable for and expressly agrees to indemnify and defend SEARHC with respect to any liability producing acts or omissions by it or by its employees or agents and SEARHC be named as Additional Insured with a Waiver of Subrogation in favor of SEARHC. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of **not less** than the following amount(s) per specialty per occurrence: \$1,000,000.00 with \$2,000,000.00 aggregate per specialty per occurrence.

(b) An apparently successful Offeror shall furnish, prior to contract award, evidence of all required insurance customary in connection with this Offeror's line of business, including, but not limited to professional, employer's liability insurance, employee dishonesty / crime coverage, worker's compensation, commercial and non-commercial automobile, and general liability insurance to cover any liability that may result from performance of the services described in this RFP.

(c) Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided at the limits described below.

(d) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the SEARHC's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If, during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that SEARHC will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies. In any case, required insurance coverage shall be continuous without interruption.

### Minimum limits and conditions of insurance required of each party to this agreement.

**Workers Compensation Insurance** – As required by law. Where applicable, coverage mandated by federal statutes (e.g. Marine and U.S.L. & H. and Jones Acts) must also be included.

**Employers Liability Insurance** – Not less than the following:

Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000

**General Liability Insurance** – Bodily Injury, Personal Injury and Property Damage with a combined single limit of not less than \$1 million each occurrence and \$2 million aggregate. The limits of general liability can be obtained with an excess liability policy.

The general liability insurance policy shall be written on an "occurrence" basis Commercial General Liability policy form. The policy shall be endorsed to name the SEARHC as an additional insured.

**Automobile Liability Insurance** – Bodily Injury and Property Damage coverage with a combined single limit of not less than \$1 million for each occurrence. The automobile liability policy shall include coverage for owned automobiles (where applicable) as well as non-owned and hired automobile coverage.

**Cyber Liability** – The proposer must maintain Cyber Liability Insurance with a minimum coverage limit of \$3,000,000 per occurrence and \$5,000,000 in the aggregate. This insurance must cover claims arising from data breaches, network security failures, and other cyber-related incidents.

Proposer shall provide proof of such insurance prior to the commencement of any work under this contract. The insurance policy must include, but is not limited to, the following coverages:

1. HIPPA and Cyber-security Breach Liability. Security, Privacy, Data Breach Insurance. Contractor shall maintain security, privacy, and data breach insurance (including coverages for HIPPA violations) in the amount of no less than \$5,000,000. In the aggregate per year.
2. Network Security Liability: Coverage for claims arising from unauthorized access to or use of the proposer's network or systems.
3. Privacy Liability: Coverage for claims related to the unauthorized disclosure of personal or confidential information.
4. Regulatory Defense and Penalties: Coverage for defense costs and penalties associated with regulatory investigations or actions arising from a data breach.

Proposer must also name SEARHC as an additional insured on the policy and provide a waiver of subrogation in favor of SEARHC. The proposer shall notify SEARHC at least 30 days prior to any cancellation or material change in coverage.

Failure to provide and maintain the required Cyber Liability Insurance may result in disqualification from the RFP process or termination of the contract.

Each policy of insurance as required above shall be written by an insurance company admitted in Alaska with a minimum rating by A. M. Best & Company of A- VI.

## **Attachment B: Alaska Native / American Indian Preference Provisions and Representations**

### 1) DEFINITIONS

The term "Alaska Native/American Indian firm, Alaska Native/American Indian organization or enterprise" means a sole enterprise, partnership, corporation, or other type of business organization owned and controlled by one or more Alaska Natives or American Indians who are members of a tribe, Pueblo, band, group, village, or community that is recognized by the Secretary of the Interior or the Secretary of Health and Human Services, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 688).

### 2) ALASKA NATIVE/AMERICAN INDIAN-OWNED, CONTROLLED, AND OPERATED BUSINESS REPRESENTATION

Any firm that misrepresents itself as an Alaska Native/American Indian-preference eligible firm in order to secure the award of a contract or purchase order shall be subject to suspension, debarment and prosecution under applicable law.

(a) Representation: The proposer represents that [ ] it is, [ ] is not a 51% or more Alaska Native or American Indian-owned, controlled, and operated firm as defined herein.

#### ALASKA NATIVE/AMERICAN INDIAN

A person who is a member of any Tribe, or is a person recognized by the federal government as eligible for the special programs, services, or rights provided by the federal government to Alaska Natives because of their status as Alaska Natives, including any person who is a "Native" as that term is defined in the Alaska Native Claims Settlement Act, 43 U.S.C. 1601(b), or the lineal descendant of a Native.

#### INDIAN OWNERSHIP

The specified degree of Alaska Native/American Indian ownership must be maintained during the period covered by this contract.

### 3) USE OF ALASKA NATIVE/AMERICAN INDIAN BUSINESS CONCERNS

(a) As used in this clause, the term "Alaska Native/American Indian Business Concern" means Alaska Native or American Indian organizations, or Alaska Native or American Indian owned economic enterprise as defined herein.

(b) The contractor agrees to give preference to qualified Alaska Native and American Indian business concerns in the awarding of any subcontracts entered into under the contract consistent with the efficient performance of the contract. The contractor shall comply with any preference requirements regarding Alaska Native and American Indian business concerns established by the entity receiving services under the contract to the extent that such requirements are not inconsistent with the purpose and intent of this paragraph.

### 4) ALASKA NATIVE/AMERICAN INDIAN PREFERENCE IN TRAINING AND EMPLOYMENT

(a) The contractor shall give preference in employment for all work performed under the contract, including subcontracts there under, to qualified Alaska Natives and American Indians regardless of age, religion or sex and, to the extent feasible consistent with the efficient performance of the contract, provide employment and training opportunities to Alaska Natives and American Indians, regardless of age, religion or sex that are not fully qualified to perform under the contract. The contractor shall comply with any Indian preference requirements established by the tribe receiving services under the contract to the extent that such requirements are consistent with the purpose and intent of this paragraph.

(b) If the contractor or any of its subcontractors is unable to fill its employment openings after giving full consideration to Alaska Natives and American Indians as required in paragraph (a) above, these employment openings may then be filled by other than Alaska Natives and American Indians under the conditions set forth in the Equal Opportunity clause of this contract.

(c) The contractor agrees to include this clause or one similar thereto in all subcontracts issued under the contract.

## Attachment C: Representations and Certifications

### 1. TYPE OF BUSINESS ORGANIZATION

The Bidder/Proposer, by checking the applicable box, represents that:

(a) It operates as:

- a corporation incorporated under the laws of the State of \_\_\_\_\_
- an individual,
- a partnership,
- a nonprofit organization, or
- a joint venture; or

(b) If the Bidder/Proposer is a foreign entity, it operates as:

- an individual,
- a partnership,
- a nonprofit organization,
- a joint venture, or
- a corporation registered for business in the Country of \_\_\_\_\_

### 2. PARENT COMPANY INFORMATION

The Bidder/Proposer by checking the applicable box represents that:

It is independently owned and operated and it is not owned or controlled by a parent company or parent organization.

It is not independently owned and operated; it is owned or controlled by a parent company or parent organization; and the full name and address of the Bidder/Proposer's parent company or parent organization is:

If not independently owned and operated, the parent company or parent organization's Taxpayer Identification Number (TIN) or Employer Identification Number (E.I. No.) is: \_\_\_\_\_

### 3. TAXPAYER IDENTIFICATION

(c) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the proposer is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the proposer is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the proposer in reporting income tax and other returns.

(d) All proposers are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the proposer to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(e) Taxpayer Identification Number (TIN): \_\_\_\_\_

TIN has been applied for.

TIN is not required because:

Proposer is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.:

Proposer is an agency or instrumentality of a foreign government;

Proposer is an agency or instrumentality of a Federal, state, or local government;

Other. State basis.

(f) Corporate Status:

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity  Not a corporate entity  Sole proprietorship  Partnership

Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(g) Common Parent.  Proposer is not owned or controlled by a common parent as defined in paragraph (a) of this provision. Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

## 5. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

(This provision is applicable only if the amount of the bid exceeds \$100,000.)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The proposer, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the proposer shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite' for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## 6. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

The Contractor represents that:

- (a) It [ ] has [ ] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of federal Executive Order No. 10925, or the clause contained in Section 201 of federal Executive Order No. 1114;
- (b) It [ ] has [ ] has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, by proposed subcontractors, will be obtained before subcontract awards.

## 7. CERTIFICATION OF NONSEGREGATED FACILITIES

(a) "Segregated facilities", as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By submission of this offer, the Bidder/Proposer certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder/Proposer agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The Bidder/Proposer further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will:

- (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
- (2) Retain the certifications in the files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods).

### NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

## 8. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

- (a) The Proposer certifies, to the best of its knowledge and belief, that:

(1) The Proposer and/or any of its Principals:

- a. Are  are not  presently debarred, suspended, proposed, for debarment, or declared ineligible for the award of contracts by any Federal agency;
- b.  Have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- c. Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(2) (ii) The Proposer has  has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(b) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(c) The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(d) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

## 9. CLEAN AIR AND WATER CERTIFICATION

The Proposer certifies that:

(a) Any facility to be used in the performance of this proposed contract is  is not  listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Proposer will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Proposer proposes to use for the performance of the contract is under consideration to be listed on the EPA List of

Violating Facilities; and

(c) The Proposer will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

#### 10. ANTI-KICKBACK PROVISIONS

(a) The Contractor assures that regarding this contract, neither the Contractor, nor any of its employees, agents, or representatives has violated the provisions of the "Anti-Kickback" Act of 1986 (41 USC 51-58) which is incorporated by reference and made a part of this contract.

(b) The Contractor warrants that neither the Contractor nor any of its representatives has been required, directly or indirectly as an express or implied condition in obtaining or carrying out this contract, to employ or retain any organization or person or to make a contribution, donation or consideration of any kind.

#### 11. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

(a) By submitting this offer, the Bidder/Proposer agrees that after giving preference under Indian Preference Provisions of this solicitation and contract, the contractor shall not discriminate among Indians on the basis of religion, sex, or tribal affiliation.

(b) By submitting this offer, the Bidder/Proposer agrees that after giving preference under Indian Preference Provisions of this solicitation and contract to comply with all applicable State and Federal rules governing Equal Employment Opportunity and Non-Discrimination. The Bidder/Proposer agrees to include this provision in all subcontracts.

(c) The Contractor shall permit access to its books, records, and accounts by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for the purposes of investigation to ascertain the Contractor's compliance with the applicable rules, regulations and orders.

(d) The Contractor shall include the terms and conditions this clause in every subcontract or purchase order so that these terms and conditions will be binding upon each subcontractor or vendor.

#### 12. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

(a) The proposer certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other proposer or competitor relating to--

(a) Those prices;

(b) The intention to submit an offer, or

(c) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the proposer, directly or indirectly, to any other proposer or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the proposer to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the proposer's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action

contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision [insert full name of person(s) in the proposer's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the proposer's organization] ;

(a) As an authorized agent, does certify that the principals named in subdivision (b)(2) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(b) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the proposer deletes or modifies subparagraph (a)(2) of this provision, the proposer must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

### 13. DRUG FREE WORKPLACE

To the extent that any facilities, equipment, vessel, or vehicle to be provided under this bid/offer is to be used as a place of work by Contracting Agency employees, the Bidder/Proposer certifies that it does and will maintain such place of work as a drug free workplace in compliance with the Drug Free Workplace Act of 1988 (P.L. 100-690) subject to all the sanctions and penalties in that Act.

### 14. TOBACCO FREE WORKPLACE

(a) All SEARHC owned campuses are 100% tobacco free. The use of any tobacco product is prohibited in all areas.

(b) All SEARHC owned campuses are 100% tobacco free. The use of any tobacco product is prohibited in all areas.

(c) All employees (including contract employees, volunteers, and students), patients, visitors, and vendors will support the tobacco free campus policy at all SEARHC facilities.

### 15. COOPERATION FOR REQUIRED DETERMINATION OF RESPONSIBLE PROSPECTIVE CONTRACTOR PRIOR TO AWARD OF CONTRACT

(a) The Bidder/Proposer shall, upon request, promptly furnish SEARHC with a current certified statement of the Bidder/Proposer's financial condition and such data as SEARHC may request with respect to the Bidder/Proposer's operations. SEARHC will use this information to determine the Bidder/Proposer's financial responsibility and ability to perform under the contract.

(b) Failure of a Bidder/Proposer to comply with a request for information may be cause for rejection of the bid/offer on responsibility grounds.

(c) SEARHC may make such investigations as they deem necessary to determine the ability of the Bidder/Proposer to perform the work, and the Bidder/Proposer shall furnish to SEARHC all such information and data for this purpose as SEARHC may request. SEARHC reserves the right to reject any bid/offer if the evidence submitted by, or investigation of such Bidder/Proposer fails to satisfy SEARHC that such Bidder/Proposer is properly qualified and responsible to carry out the obligations of the contract and to complete the work contemplated therein.

### 16. BIDDER/PROPOSER CERTIFICATION AND REPRESENTATION SIGNATURE

By signing below, the Bidder/Proposer represents that all of its statements, certifications, and representations, and other information supplied herein are true and correct as of the date of submittal of this bid/offer.

PROPOSER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(Type or Print Company Name and Address of Proposer)

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

## Attachment D: Price Schedule

SERVICES	Fee Type	Fee
IP = Inpatient chart	Per Record	\$ _____
ED = Emergency room chart	Per Record	\$ _____
SDS = Same day surgery chart	Per Record	\$ _____
IR = Interventional Radiology chart	Per Record	\$ _____
CC = Cardiac Cath chart	Per Record	\$ _____
OBS = Observation chart	Per Record	\$ _____
Clinic = Doctor's Office Clinic chart	Per Record	\$ _____
Series = outpatient reoccurring visits that are billed 1x/month and contains multiple visits on one account (dialysis, physical therapy, occupational therapy, speech therapy)	Per Record	\$ _____
Ancillary test = Outpatient test accounts (laboratory, radiology, stress tests, etc.)	Per Record	\$ _____
Clinical Documentation Integrity compliant queries; missed query opportunities; correct template; appropriate question, dx options, and clinical indicators	Per Record	\$ _____
Clinical Documentation Integrity correct principal diagnosis/principal procedure capture; secondary diagnoses identified (MCC/CC/SOI/ROM, complications, PSI); CDI notes/findings appropriate/easy to follow	Per Record	\$ _____
Clinical Documentation Integrity - specific education based on trends/opportunities identified (clinical/coding)	Per Record	\$ _____
On-Site Education/Exit Briefing	Per Hour	\$ _____

## Attachment E: Business Associate Agreement

This Business Associate Agreement (this "Agreement"), is between Southeast Alaska Regional Health Consortium ("SEARHC" or "Covered Entity") and \_\_\_\_\_ ("Business Associate"), (collectively, the "Parties"). This Agreement is effective upon execution by both Parties (the "Effective Date").

### RECITALS

- A. SEARHC and Business Associate intend to protect the privacy and provide for the security of Protected Health Information (PHI) disclosed to Business Associate pursuant to this Agreement in compliance with the Privacy Act of 1974, 5 U.S.C. § 552a, the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and its implementing regulations including the Privacy, Security, and Breach Rules (collectively "HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, and its implementing regulations (collectively the "HITECH Act");
- B. The Business Associate and its representatives are, or will be, performing certain functions, activities and services to or on behalf of SEARHC (collectively, the "Services") pursuant to one or more underlying contracts between the Parties under which the Parties are subject to the requirements of HIPAA (as the same may be amended from time to time, the "Service Contract(s)"); and
- C. In connection with the Business Associate's creation, receipt, maintenance, transmission, use or disclosure of Protected Health Information as a "Business Associate" the Parties hereby agree as follows:

### ARTICLE I GENERAL TERMS AND CONDITIONS

1. Capitalized terms used in this Agreement shall have the meanings ascribed to such terms in HIPAA, unless otherwise defined herein.
2. Where provisions of this Agreement are different from those provided by the HIPAA Rules but are nonetheless permitted by HIPAA, the provisions of this Agreement shall control.
3. As used in this Agreement, the term "PHI" does not include information that has been previously de-identified in accordance with the standards for de-identification provided for in the HIPAA Security and Privacy Rules.

### ARTICLE II OBLIGATIONS OF THE BUSINESS ASSOCIATE

1. **Permitted Uses and Disclosures.** Business Associate agrees to use or disclose PHI only for the purposes of performing functions or services under this Agreement, the Service Contract(s), or as required by law. Business Associate may use PHI (i) for the proper management and administration of Business Associate or (ii) to carry out the legal responsibilities of Business Associate. To the extent necessary to provide services to SEARHC, Business Associate may also de-identify PHI in accordance with HIPAA's requirements for use to the benefit of SEARHC. Business Associate acknowledges that in receiving, storing, processing or otherwise dealing with any PHI it is fully bound by HIPAA and the HITECH Act, including the requirement that it limit disclosure to the minimum necessary amount to satisfy the particular purpose or function of disclosure. To the extent Business Associate carries out one or more of SEARHC's obligations under Subpart E of 45 C.F.R. Part 164, it will comply with the requirements of Subpart E that apply to SEARHC in the performance of such obligations. Upon receipt of any requests or mandates for disclosure of PHI in judicial or administrative proceedings, Business Associate shall immediately notify SEARHC, and shall reasonably cooperate should SEARHC object to disclosure or seek a protective order.

2. **Prohibited Uses and Disclosures.** Business Associate may not use or disclose PHI in a manner that would otherwise violate Subpart E of 45 C.F.R. Part 164 if done by SEARHC, including use for fundraising or marketing purposes. Business Associate may not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction and has paid out of pocket in full for the health care item or service to which the PHI solely relates. Business Associate may not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of SEARHC and as permitted by the HITECH Act.
3. **Business Associate's Agents and Subcontractors.** Business Associate shall ensure that any agents, including subcontractors, to whom it provides PHI, agree in writing to the same or greater restrictions and conditions that apply to Business Associate under this Agreement. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI, has implemented reasonable and appropriate safeguards as required by this Agreement. Business Associate shall implement and maintain sanctions against agents and subcontractors that violate the restrictions and conditions of this Agreement and shall mitigate the effects of any violation as provided by law.
4. **Security Provisions.** Business Associate agrees to use appropriate safeguards and comply with HIPAA, Subpart E of 45 C.F.R. Part 164 and the HITECH Act to prevent the use or disclosure of PHI, including but not limited to, implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of SEARHC. Upon request by SEARHC, Business Associate also agrees to provide SEARHC with information regarding its implementation of these safeguards to reasonably assure SEARHC of its compliance with these requirements.
5. **Training.** By entering into this Agreement, Business Associate certifies that any individual covered by the scope of this Agreement, including all of its employees, have received training in the proper use, maintenance and disclosure of PHI and will abide by the terms of this Agreement.
6. **Policies, Procedures, and Documentation.** Business Associate agrees to comply with the policies, procedures, and documentation requirements of HIPAA and the HITECH Act.
7. **Reporting of Improper Access, Use, Disclosure, or Security Incident.**
  - 7.1. Business Associate agrees to report to SEARHC in writing the details of any access, use or disclosure of PHI not permitted by the Service Contract(s) and this Agreement, any Breach or Security Incident of which it becomes aware without unreasonable delay and no later than ten (10) calendar days after discovery. Further, where the event constitutes a Breach, Business Associate shall, within ten (10) calendar days after discovery of the event and in compliance with 45 C.F.R. § 164.410, notify SEARHC in writing of: (i) the identification of each individual whose PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Breach; (ii) a description of the types of PHI that were involved in the Breach; and (iii) a description of what happened, including the date of the Breach and the date of the discovery, if known. Business Associate will inform SEARHC of any steps it has taken to mitigate the Security Incident or Breach, and provide additional details as requested by SEARHC, or as new details emerge in the course of investigation and mitigation.
  - 7.2. Business Associate shall be deemed to have knowledge of a Security Incident or Breach if Security Incident or Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate (determined in accordance with the Federal common law of agency).
  - 7.3. Business Associate agrees to take or assist SEARHC in taking (i) prompt corrective action to cure any deficiencies that gave rise to the event or mitigate any potential resulting harm; and (ii) any action pertaining to the event required by applicable laws.
  - 7.4. The parties acknowledge and agree that this section constitutes notice by Business Associate to SEARHC of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below), which Business Associate will only report to SEARHC on an annual

basis, or more frequently when required pursuant to an audit or in response to a particularly serious incident. For purposes of this reporting requirement, "Unsuccessful Security Incidents" refers to inconsequential incidents such as "pings" and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as such incidents do not result in unauthorized access, use or disclosure of PHI.

8. **Access to PHI and Direct Contact from Individual.** Within five (5) business days of a request for access by SEARHC, Business Associate shall make PHI maintained by Business Associate or its agents or subcontractors in Designated Record Sets available to SEARHC, an Individual or the Individual's designee for inspection and copying, to enable SEARHC to fulfill its obligations under HIPAA, 45 C.F.R. § 164.524. If Business Associate maintains an Electronic Health Record, Business Associate shall provide information in electronic format to enable SEARHC to comply with an Individual's or Individual's Designee's request. In the event that an Individual requests to exercise his or her rights of access directly from Business Associate, Business Associate will direct the Individual to initiate his or her request with SEARHC and will inform SEARHC of an Individual's request within five (5) business days of receipt of the request.
9. **Amendment of PHI.** Within five (5) business days of receipt of a request from SEARHC for an amendment of PHI held in a Designated Record Set, Business Associate or its agents or subcontractors shall make the PHI available to SEARHC for amendment and incorporate any such amendment into its records as requested by SEARHC, to enable SEARHC to fulfill its obligations under HIPAA, 45 C.F.R. § 164.526. In the event an Individual requests to exercise his or her rights to request an amendment directly from the Business Associate or its subcontractors, Business Associate will direct the Individual to initiate his or her request with SEARHC and will inform SEARHC of an Individual's request within five (5) business days of receipt of the request. Any approval or denial of amendment shall be at the discretion of SEARHC.
10. **Accounting Rights.** Within ten (10) business days of notice by SEARHC of a request for an accounting of disclosures, Business Associate agrees to make available to SEARHC the information required to provide an accounting of disclosures as required by 45 C.F.R. § 164.528, and any updates thereto, and as determined by SEARHC. Business Associate agrees to implement a process that allows for an accounting of PHI disclosures to be done from as early as the Effective Date of this Agreement and for as long as six (6) years from the date of the accounting request. Business Associate shall also comply with any applicable updates to the regulations requiring an accounting of PHI disclosures from Electronic Health records for treatment, payment, and health care operations purposes. At a minimum, for purposes of complying with a request for an accounting of disclosures, be it from an Electronic Health Record or otherwise, the Business Associate shall collect and maintain the following information: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure. If a request for an accounting is delivered directly to Business Associate, the Business Associate shall within five (5) business days forward the request to SEARHC in writing. It shall be SEARHC's responsibility to prepare and deliver any accounting requested.
11. **Governmental Access to Records.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the United States Department of Health and Human Services for purposes of determining Business Associate's or Covered Entity's compliance with HIPAA and the HITECH Act. Business Associate shall notify SEARHC within ten (10) business days of learning that Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights.
12. **Data Ownership.** Business Associate acknowledges and agrees that it has no ownership rights with respect to the PHI.
13. **Breach Pattern or Practice by SEARHC.** If the Business Associate knows of a pattern of activity or practice of SEARHC that constitutes a material breach or violation of SEARHC's obligations under this Agreement or other arrangement, Business Associate must make reasonable efforts to notify SEARHC

within five (5) business days of discovery, and must take reasonable steps to assist SEARHC to cure the breach or end the violation, which may include meeting with SEARHC to discuss a resolution.

14. **Cooperation.** The Business Associate shall reasonably cooperate with SEARHC to comply with the HIPAA Security and Privacy Rules.

### **ARTICLE III TERM AND TERMINATION**

1. This Agreement shall be in effect as of the Effective Date, and shall terminate when the Service Contract(s) terminates, unless earlier terminated as set forth herein, except that Business Associate's obligations to protect PHI in its possession shall continue until it returns or destroys all such PHI in accordance with this Agreement.
2. **Termination for Cause.** Upon either Party's knowledge of a material breach or violation of this Business Associate Agreement, the non-breaching Party, in its sole and reasonable discretion, may provide an opportunity for the breaching party to cure the material breach or violation, or may terminate this Business Associate Agreement and the Service Contract(s) immediately, notwithstanding any provision in the Service Contract(s) to the contrary.
  - 2.1. If given the opportunity to cure, the breaching Party must do so within the timeframe specified in writing by the non-breaching Party.
  - 2.2. If the non-breaching Party elects to terminate this Business Associate Agreement and the Service Contract(s) immediately, then it will provide the breaching Party with written notice of its intent.
3. **Obligations of the Business Associate upon Termination.** Upon termination of this Agreement pursuant to Article III, the Business Associate shall promptly return to SEARHC, or, if agreed to by SEARHC, destroy, all PHI previously created, maintained or received by the Business Associate on behalf of SEARHC that the Business Associate maintains in any form. The Business Associate shall retain no copies of such PHI.
4. **Retention of PHI.** If return or destruction of PHI is not feasible, Business Associate shall promptly notify SEARHC of the conditions that make it infeasible. SEARHC may permit Business Associate to retain PHI to the extent reasonably necessary to permit the Business Associate to comply with applicable laws, or for its own management and administration, provided Business Associate continues to extend the protections of this Agreement to all such PHI, for as long as the Business Associate retains such PHI. Business Associate may not use or disclose the PHI other than for the purposes for which such PHI was retained, and subject to the same conditions which applied prior to termination of this Agreement. Upon termination of the condition that makes return or destruction of PHI infeasible, the Business Associate shall return or destroy such PHI as instructed by SEARHC.
5. **Survival.** The obligations of the Business Associate under this Section III shall survive the termination of this Agreement.

### **ARTICLE IV MISCELLANEOUS**

1. **Disclaimer.** SEARHC makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
2. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement or the Service Contract(s) may be required to provide for procedures to ensure compliance with those developments. The parties specifically agree to take all action necessary to implement the standards and requirements of HIPAA, the HITECH Act, and other applicable privacy or security laws. The parties understand and agree that SEARHC must receive satisfactory written assurance from Business Associate that

Business Associate will adequately safeguard all PHI. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, or other applicable privacy or security laws.

3. **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Service Contract(s) or this Agreement, reasonably available to SEARHC to testify as witnesses, or otherwise, in the event any litigation or administrative proceedings that arise from or relate to the Service Contract(s), this Agreement, or to the performance of Business Associate, its agents, subcontracts, or employees, is commenced against SEARHC, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, or other applicable privacy or security laws, except where Business Associate or its subcontractor, employee or agent is a named an adverse party.
4. **Insurance.** Required coverage must be applicable to both electronic and printed information and also extend to defense costs and fines/penalties for violation of HIPAA, the HITECH Act, or any other applicable federal or state law regarding the privacy, security, or confidentiality of patient information. Business Associate must provide proof of such coverage to SEARHC prior to or upon execution of this Agreement, and must notify SEARHC of any changes to its coverage during the term of this Agreement.
  - 4.1. **Required Coverage.** Business Associate will maintain insurance with respect to its obligations under this Agreement as follows: Professional liability insurance including technical errors and omissions, privacy and cyber-risk (network security) liability insurance, covering liabilities for financial loss and fines resulting or arising from acts, errors, or omissions in rendering services in connection with this Agreement, including acts, errors, or omissions in rendering computer or information technology services, copyright or trademark infringement, data damage/destruction/corruption, failure to protect privacy, unauthorized access, virus transmission and denial of services from network security failures with a minimum liability of one million dollars (\$1,000,000.00) each occurrence and annual aggregate; and cyber liability, third party coverage of three million dollars (\$3,000,000.00 aggregate / \$1,000,000 per occurrence) and notification/crisis management of one million dollars (\$1,000,000.00).
5. **Indemnification.** The Business Associate will indemnify, defend and hold harmless SEARHC and its respective employees, directors, officers, subcontractors, agents and affiliates from and against all claims, actions, damages, losses, liabilities, fines, penalties, costs or expenses, including without limitation privacy breach response costs, consumer notification expenses, credit monitoring expenses, attorneys' fees, public relations, IT forensics, call center, advertising identity theft education and postage expenses, suffered by SEARHC arising from or in connection with any breach of this Business Associate Agreement, or any negligent or wrongful acts or omissions in connection with this Business Associate Agreement, by the Business Associate or by its employees, directors, officers, subcontractors, or agents. This indemnity will not be construed to limit SEARHC's rights, if any, to common law indemnity. SEARHC shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of the Business Associate. SEARHC shall provide the Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist the Business Associate in establishing a defense to such action. The obligations under this section shall survive termination of the Business Associate Agreement. Any limitations of liability in the Service Contract(s) shall not apply to this provision. The obligations under this section shall survive termination of this Agreement.
6. **No Third-Party Beneficiaries.** Nothing express or implied in the Service Contract(s) or this Agreement is intended to confer, nor shall anything herein confer, upon any person other than SEARHC, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

7. **Effect on the Contract.** Except as specifically required to implement the purposes of this Agreement, or except to the extent inconsistent with this Agreement, all other terms of the Service Contract(s) shall remain in force and effect.
8. **Interpretation, Governing Law, and Venue.** The provisions of this Business Associate Agreement shall prevail over any provisions or limitations in the Service Contract(s) that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Service Contract(s) shall be interpreted as broadly as necessary to implement and comply with HIPAA and the HITECH Act. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with those laws. This Agreement is governed by, and shall be construed in accordance with, applicable federal law and the laws of the State of Alaska without regard to choice of law principles. All actions under this Agreement shall be brought in a court of competent jurisdiction located in Juneau, Alaska.
9. **Amendment.** This Agreement may only be amended or modified in writing signed by the Parties, except as otherwise specified in this Agreement.
10. **Waiver.** No change, waiver, or discharge of any liability or obligation under this Agreement on any one or more occasions will be deemed a waiver of performance of any continuing, or other obligation or will prohibit enforcement of any obligation, on any other occasion.
11. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be limited or eliminated in that jurisdiction to the minimum extent necessary so that the remainder of this Agreement shall otherwise remain in full force and effect and enforceable.
12. **Entire Agreement.** This Agreement supersedes and replaces any and all prior Business Associate Agreements between the Parties. To the extent that the Service Contract(s) address the rights and obligations contained in this Agreement, this Agreement supersedes and replaces all provisions in the Service Contract(s) related to the subject matter of this Agreement.

BY SIGNATURE BELOW, the parties have duly executed this Agreement.

**SEARHC**

**BUSINESS ASSOCIATE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_