



MANIILAQ ASSOCIATION

KOTZEBUE, ALASKA

REQUEST FOR PROPOSAL FOR

Billing and Collection, Cash Application,
and Denial Management Outsource

September 14, 2018

PO Box 43

Kotzebue, AK 99752

907-442-3321

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1. Background

Maniilaq Association located in Kotzebue, Alaska provides health, tribal, and social services to residents of rural Northwest Alaska. The Maniilaq Association provides medical services at eleven remote village clinic sites and a critical access hospital in Kotzebue. Health services include a seventeen bed inpatient unit, emergency and outpatient services, as well as, a specialty clinic, vision care services, dental, pharmacy, radiology, laboratory and physical therapy. An 18 bed long term care/SNF facility is co-located with Maniilaq Health Center. Maniilaq Health services employs approximately 286 employees who serve a regional population of 8,000. Health Services has an annual budget of approximately \$50M.

Maniilaq Association currently has one service area, Dental, for which we are seeking to outsource coding, billing, cash application (management of accounts receivable - AR), and denial management to a single vendor – please see chart below for specifics.

1.1 Current Summary Chart of Service Area:

	<u>Dental</u>
Documentation system	Dentrix
Billing Software	Dentrix
Billing Processor	eServices
Person	Augustas Kirkland
Coding	Internal
Primary Billing	Outsourced
2ndary Billing	Outsourced
Cash Application	Outsourced
Denial Management	Outsourced

Dental	Notes
Outpatient	OP dental services provided in villages and Kotzebue by dentists, hygienists and dental health aide therapists.
ER	Dentist called in and patient services provided.

Dental Billing	Explanation
PPS	Dental is fee schedule billing. Medicaid reimburses on three (3) payment tiers.
Self-Pay, Copays and Deductibles	Not currently collected at the time of registration. However systems are in place to implement.
Insurance Verification	Insurance Verification is done at time of registration.
E Billing	Dentrix.
Bad Debt	Same as medical

1.2 Volume Data (monthly)

Dental

Billing # of Claims Billed	572
Cash Application # of checks & credit card payments	387

2. Scope of Work

2.1 Services. We are requesting proposals for providing the following services, to be performed in Dentrix beginning [INSERT DATE]:

- a. Posting of all e-billings and paper billings when applicable.
- b. Identification and submittal of secondary and tertiary billings.
- c. E-claim scrubber resolutions.
- d. Charge Optimization.
- e. Denial and Appeal Management.
- f. Application of electronic payments, credit card payments, and paper check payments.
- g. Appropriate use of adjustment codes within Maniilaq adjustment policy guidelines.
- h. Moving all payers to electronic payments and securing remittance advices electronically.

- i. Resolving all short pays, denials, and zero payments. Resolution includes securing payment or at the very least determining the patient should apply for Medicaid as no other payers are available.
- j. Statement processing monthly.

2.2 Service Timelines

- E-Billing will be successfully submitted through a processor within three (3) days of visit completion.
- Appeals will be filed within ten (10) days from receipt of denial letter or electronic notice.

In this section, “days” means business days, which excludes Saturday, Sunday, and all Maniilaq Association holidays listed on Exhibit A. “Submitted” means received by Maniilaq Association designated management. “Successfully” means that all error files or rejections have been resolved and satisfied.

2.3 Key Performance Indicators

- Three Days in Final Billed Not Submitted (FBNS) to Payer – Gross Dollars in FBNS / Average Daily Gross Revenue
- Fifteen percent (15%) Denial Rate – Number of zero paid claims denied / number of total claims remitted
- Ten percent (10%) Denial Write-Offs as a Percent of Net Revenue – net dollars written off as denials / net patient services revenue
- Forth-five (45) average AR Days - total AR / gross revenue

3. Bidder Selection Process Plan

Contract award is estimated to be approved by the 12th of October, 2018 with services commencing on November 1, 2018.

September 14th through October 12th

Date Range	Department	Task
September 14th	PFS	RFP Distributed to Vendors
September 14 th – September 28th	Maniilaq and Bidding Vendors development of proposals	This period may include ALL vendors participating in conference calls to discuss RFP response questions
September 28th	Bidding Vendors	Deadline for bids to be submitted to Maniilaq
October 12th	Maniilaq	Vendor Selection and notification to winning bid
November 1st	Implementation Teams	New Vendor starts with Dental outsourcing

4. Additional Information or Clarification of RFP

If potential bidders or the Evaluation Team believes additional information or clarification is necessary, bidders may submit questions to: Vicki Dickson at vicki.dickson@maniilaq.org

All known bidders will be notified seven (7) days in advance of a shared conference call in which all vendors will be invited to participate to hear the requests for additional information or to receive the additional clarifications. No evaluation member or bidding vendor will be allowed during selection review to participate in any written or verbal communication unless all vendors are present and included and have received at least a minimum of a seven (7) day notice.

5. Evaluation Team

The Evaluation Team will be comprised of the following Maniilaq Association representatives: Health Services Administrator, Chief Financial Officer, Patient Financial Services Director, Dental Program Manager, and Chief Information Officer.

6. Review of Proposals

Review of proposals will take place within the generally accepted bid control guidelines. All bids will be opened at the same time with a quorum of Evaluation Team members present. For any proposal that is determined not to meet minimum requirements, the vendor will receive a rejection notice. The Evaluation Team reserves the right to notify individual bidders for clarification of proposal submissions.

All vendors will be assumed at time of submission of bid to agree to and/or be able to provide the following if the vendor is selected:

- Proof of insurance as set forth in the draft agreement attached to this RFP as Exhibit B.
- Enter into a business associates agreement and certify compliance with the Health Information Portability and Accountability Act (Public Law 104-191; “HIPAA”), the Health Information Technology Act (42 U.S.C. § 17901; “HITECH Act”).
- Abide by all applicable federal, state, and local laws and regulations.
- Comply with any applicable Joint Commission and/or CARF requirements

7. Proposal Format

Please submit electronically your proposal on or before **September 28th at 5:00 pm Alaska Daylight Savings Time**. Proposals shall not exceed twelve (12) pages, exclusive of resumes and exhibits. Proposals should be organized according to the following outline:

7.1 Table of Contents. The proposal will have a table of contents with page numbers and pages numbered throughout the proposal.

7.2 Introduction. Brief introduction which includes:

- 7.2.1 The proposer's name and address;
- 7.2.2 Statement that indicates the proposal is valid for at least ninety (90) days from the proposal submission deadline;
- 7.2.3 Statement that indicates the proposer's willingness to perform the services described in this RFP;
- 7.2.4 Provide a detailed plan, including examples and/or documentation, of meeting each element of the scope of work;
- 7.2.5 Proof of any other licenses and/or registrations as required by this RFP;
- 7.2.6 A statement that all staff and other resources which are required to perform the services described in this RFP will be made available by your organization over the life of the anticipated contract;
- 7.2.7 Statement that the signatory has authority to bind the proposer; and
- 7.2.8 Signature of authorized individual.

7.3 Strategic Planning & Development. Consistent with Maniilaq Association's commitment to continuous improvement, proposal must show evidence of its understanding of quality improvement and how you will support our mission and vision.

7.4 Firm Profile. Proposal must provide a table or chart that shows organizational structure, chain of supervision, decision authority, and communications. Include both the respondent firm and any proposed sub consultant firms or subcontractors.

7.5 Past Performance. Describe past performance in last five (5) years on contracts with Government agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules. Include a list of all contacts of similar services performed for work in Alaska during the last two (2) years, with name of Contracting Officer and/or Project Officer for each contract. Provide phone numbers and emails for the named individuals.

7.6 Capacity to Accomplish the Work. Certify that the proposer has the capacity to accomplish the scope of work.

7.7 Price Proposal. Provide pricing designated by the measurement as a percentage of payments received. Include discount for performance penalty.

7.8 Alaska Native / American Indian Preference. Describe past successful implementation of the Indian Self-Determination and Education Assistance Act ("ISDEAA"; 25 U.S.C. § 450e (b)), requirement to give preference in the award of any subcontracts to American Indian/Alaska Native owned enterprises, and preferences and opportunities for

training and employment to American Indians/Alaska Natives, and a plan for compliance with this section of ISDEAA if awarded the contract.

7.9 Contract. A draft contract is attached to this RFP as Exhibit B. Please indicate any exceptions you have to the draft contract. Maniilaq reserves the right to change terms included in the final contract.

8. Evaluation Criteria

The following will be the major criteria for vendor selection but is not intended to be a complete listing allowing for the evaluation team to factor in other considerations that may present themselves to be relevant to the selection.

- Knowledge and experience of Alaska specific dental healthcare and in particular Alaska Medicaid Dental and Indian Health
- Successful pas and/or current services provided to Alaska Dental Clinics
- Knowledge and experience with Dentrrix and eServices
- Knowledge and experience with Alaska Dental Medicaid and private insurance
- Price Proposal
- Demonstrated ability to implement Alaska Native/American Indian preference

8.1 Presentations

The Evaluation Team may invite two to three vendors to make on-line presentations and answer questions during the final selection phase. Presentations will be up to the vendor to create but a general guideline would be to present how the vendor will ensure success with the Maniilaq partnership.

8.2 Selection Process

Evaluation Team will complete the selection process and notify all vendors by email at the same time by October 12, 2018. Final negotiations for the contract and approval for the business agreement will be completed between October 12th and October 19th.

Proposal Timetable

- Proposals sent out September 14, 2018
- Bids submitted September 28, 2018

8.3 Acceptance or Rejection of Proposals

It is the right of Maniilaq Association to accept or reject any proposal submitted. Submitting a proposal is not to be considered an agreement with Maniilaq Association until a contract is signed by authorized signatories of Maniilaq and the vendor.



EXHIBIT A

Maniilaq Association Annual Holidays

The first day January.....	New Year's Day
The third Monday in January.....	Martin Luther King/Della Keats Day
The third Monday in February.....	President's day
Last Monday in May.....	Memorial Day
The Fourth of July.....	Independence Day
First Monday in September.....	Labor Day
Second Monday in October.....	Columbus Day/Maniilaq Day
Eleventh Day of November.....	Veteran's Day
The Last Thursday in November.....	Thanksgiving Day
The Day After Thanksgiving.....	Employee Appreciation Day
The 25th of December.....	Christmas Day

Holidays that fall on Saturday will be observed on the preceding Friday.

Holidays that fall on Sunday will be observed on the following Monday.

EXHIBIT B

EXHIBIT B
DRAFT PROFESSIONAL SERVICES AGREEMENT
BETWEEN MANIILAQ ASSOCIATION AND



This professional services agreement (“Agreement”), effective _____, 2018 (the “Effective Date”), is made by and between Maniilaq Association (“Maniilaq”), with the address P.O. Box 256, Kotzebue, Alaska 99752, and _____ (“Contractor”), with the address _____ and Alaska Business License number _____. Maniilaq and Contractor are each sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, the Parties agree as follows:

1. **SCOPE OF WORK.** Contractor agrees to provide Maniilaq billing and collection, cash application, and denial management services for its dental division (the “Services”), as more particularly set forth in **Exhibit A, Scope of Work**, and **Exhibit B, Request for Proposal**, attached to this Agreement. In the event of a conflict between the terms of this Agreement and the Request for Proposal, the terms of this Agreement shall prevail. Contractor shall provide all supplies, equipment, or tools necessary to perform the Services, unless agreed otherwise in writing.
2. **TERM.** The term of this Agreement commences on the Effective Date and shall continue for a term of ____ months, expiring on _____.
3. **TERMINATION.**
 - a. **For Convenience.** Either Party may terminate this Agreement upon thirty (30) days’ written notice to the other Party for any or no cause whatsoever.
 - b. **By Breach.** If either party breaches any provision of this Agreement and either the breach cannot be cured or, if the breach can be cured and the breaching party does not cure it within ten (10) days after the other party provides written notice of such breach, the non-breaching party may, at its sole option, terminate this Agreement.
4. **COMPENSATION.**
 - a. **Rate and Not to Exceed Value.** For the performance of the Services Maniilaq will compensate Contractor at the rates set forth in **Exhibit C, Payment Schedule**. The total compensation under this Agreement shall not exceed \$_____.
 - b. **Invoices and Payment.** Monthly, Contractor shall submit a detailed invoice to Maniilaq for the Services performed during the prior month. Contractor shall include on the invoice the total amount paid to Contractor and the potential amount remaining under this Agreement. Maniilaq will remit payment within thirty (30) days of receipt of an invoice. In the event of

early termination pursuant to Section 3, Contractor shall submit to Maniilaq a final invoice within ten (10) days of the termination date.

- c. Invoice Disputes. If Maniilaq disputes any portion of an invoice, Maniilaq will so notify Contractor in writing within seven (7) business days of receipt of the invoice. Maniilaq and Contractor will use reasonable efforts to resolve the dispute within thirty (30) days of Maniilaq's written notice of the disputed amounts. Maniilaq will pay any amount due within thirty (30) days following resolution of a dispute. If the dispute is not resolved within the thirty (30) day period, each Party may pursue any remedy available at law or in equity. Maniilaq will pay the undisputed portion of an invoice in accordance with Section 4.b.
5. INDEPENDENT CONTRACTOR. Contractor is an independent contractor. Nothing in this Agreement is intended to, or shall be construed to, create an employment relationship, partnership, agency, or joint venture between the Parties. Neither Party shall have the authority to bind the other. Maniilaq is not responsible for withholding any federal, state or local taxes with respect to the compensation paid to Contractor under this Agreement. Contractor shall have no claim against Maniilaq for vacation pay; sick leave; social security; retirement, health, disability benefits; or any other employee benefits of any kind.
6. INDEMNITY. Each Party (as the "Indemnifying Party") shall indemnify, defend, and hold harmless the other Party (as the "Indemnified Party") their affiliates, officers, directors, employees, agents and other representatives from and against any and all claims, demands, losses, liabilities, damages, expenses (including reasonable attorney's fees) and causes of action (hereinafter "Claims") for Claims caused by or resulting from the sole fault, negligent or reckless acts or omissions of the Indemnifying Party, its officers, employees, agents, contractors, licensees or invitees. Any Claims that are the result of negligence or willful misconduct of both Parties, their officers, directors, employees, agents, contractors, licensees or invitees shall be apportioned on a comparative fault basis, and each Party shall indemnify the other Party for any liabilities and damages assessed against them in excess of their percentage of liability. This provision shall survive the expiration or termination of this Agreement.
7. INSURANCE. Contractor agrees to maintain at all times during the term of this Agreement insurance coverage as specified below, written by an insurance company with a minimum rating by A.M. Best & Company of A-VI. Contractor shall name Maniilaq as an additional assured on the following policies, and shall grant a waiver of subrogation in favor of Maniilaq:
 - a. General Liability Insurance – \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - b. Professional Liability Insurance – \$1,000,000 per occurrence and \$1,000,000 aggregate.
 - c. Auto Liability Insurance – \$1,000,000 combined single limit per accident for bodily injury and property damage.

Contractor agrees to maintain worker's compensation insurance that complies with statutory requirements during the term of this Agreement, and shall grant a waiver of subrogation in favor of Maniilaq. Contractor shall provide proof of all required insurance prior to performing Services.

8. CONTRACTOR'S ASSURANCES. Contractor represents that Contractor is qualified to perform the Services, that it has obtained any professional or business licenses, permits, or governmental

approvals necessary to perform the Services, and that it carries any legally required insurance such as worker's compensation insurance. Contractor agrees to abide by all applicable state, federal and local laws, regulations, standards and executive orders including but not limited to the Clean Air Act (42 U.S.C. § 7401–7671q), the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251–1387), the Stark Law (42 U.S.C. § 1395m), the Health Information Portability and Accountability Act (Public Law 104-191; “HIPAA”), the Health Information Technology Act (42 U.S.C. § 17901; “HITECH Act”), and any current or future regulations promulgated under HIPAA or the HITECH Act. Contractor agrees to be bound by **Exhibit D, Business Associate Agreement** attached hereto. Contractor also agrees to comply with applicable licensing body requirements including but not limited to the Joint Commission on the Accreditation of Health Care Organization, Commission on Accreditation of Rehabilitation Facilities, and Occupational Safety and Health Administration standards, including those specific to bloodborne pathogens.

9. INDIAN PREFERENCE. In accordance with the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 5307), Contractor shall, in connection with this Agreement, give preference in the award of any subcontracts to American Indian/Alaska Native owned enterprises, and preferences and opportunities for training and employment to American Indians/Alaska Natives.
10. DEBARMENT AND SUSPENSION. Maniilaq does not contract with parties listed on the Federal Excluded Parties List System in the System for Award Management. Contractor warrants that is not listed on the Excluded Parties List System and that it will notify Maniilaq within three (3) days in the event it is listed on the Excluded Parties List.
11. CONFLICTS OF INTEREST. Contractor warrants that there is no conflict of interest between Contractor's other contractual engagements, if any, or Contractor's employment, if employed, and the Services to be performed and obligations to be undertaken under this Agreement. Contractor agrees to notify Maniilaq within three (3) days of becoming aware of a conflict of interest in the future.
12. CONFIDENTIALITY. Contractor may become acquainted with or gain knowledge of confidential or proprietary verbal or written data, technical or financial materials, or other confidential or proprietary information of significant business value (“Confidential Information”) while performing this Agreement. Contractor agrees to not disclose any Confidential Information, directly or indirectly, or use it in any manner, either during the term of this Agreement or any time thereafter, except as required to perform under this Agreement.
13. OWNERSHIP OF WORK PRODUCT. To the extent this Agreement requires Contractor to produce for Maniilaq goods, tangible objects, or original intellectual property of any kind, including but not limited to written reports, memoranda, documents, graphs, charts, illustrations, artwork, photographs, video or audio recordings of any kind, regardless of the medium in which such products are recorded, all ownership and copyright interest in such work product shall belong to Maniilaq, unless stated otherwise in this Agreement.
14. FORCE MAJEURE. Neither Party shall be liable for failure to perform its respective obligations hereunder when such failure is caused by an earthquake, fire, explosion, water, act of God, civil disorder or disturbance, vandalism, war, sabotage, weather and energy related closings,

governmental rules or regulations, extreme illness, or like causes beyond the reasonable control of such Party.

15. NOTICES. Any notice, demand or request with respect to this Agreement shall be made in writing and delivered by personal service or certified mail, return receipt requested, to the address first set forth above.
16. GOVERNING LAW AND VENUE. This Agreement shall be governed by and interpreted under the laws of the State of Alaska, excluding choice of law principles. Venue shall be proper in a federal or state court of competent jurisdiction serving Kotzebue, Alaska.
17. SUBCONTRACTING AND ASSIGNMENT. Contractor shall have no right to subcontract or assign this Agreement, except upon prior written consent of Maniilaq, which consent may be withheld at Maniilaq's discretion.
18. SEVERABILITY. If any provision of this Agreement is held by a court of law to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
19. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between Maniilaq and Contractor and supersedes and replaces any prior or contemporaneous oral or written agreements concerning the matters contained herein.
20. AMENDMENTS. This Agreement may only be modified upon the prior written agreement of both Parties.
21. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which, taken together, shall constitute the same agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

Maniilaq Association

Contractor

By:
Its:

By:
Its:

Date

Date

Exhibit A
Scope of Work

1. Contractor shall provide the following Services in Dentrix, upon the request of the Patient Financial Services Director:
 - a. Posting all e-billings and paper billings when applicable;
 - b. Identify and submit secondary and tertiary billings;
 - c. E-claim scrubber resolution;
 - d. Charge optimization;
 - e. Denial and appeal management;
 - f. Application of electronic payments, credit card payments, and paper check payments;
 - g. Appropriate use of adjustment codes within Maniilaq adjustment policy guidelines;
 - h. Move all payers to electronic payments and secure remittance advices electronically;
 - i. Resolve all short pays, denials, and zero payments. Resolution includes securing payment or at the very least determining the patient should apply for Medicaid as no other payers are available; and
 - j. Statement processing monthly.
2. Contractor agrees to provide the Services in accordance with the applicable timelines and Key Performance Indicators specified on page 5 of the RFP. Failure to meet these targets may be deemed breach of contract, and grounds for termination of the Agreement.

Exhibit B

REQUEST FOR PROPOSALS

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Exhibit C
Payment Schedule

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Exhibit D
Business Associate Agreement

I. Authority

Pursuant to 45 C.F.R. § 164.502(e), the Maniilaq Association, as a covered entity, is required to enter into an agreement with a “Business Associate,” as defined by 45 C.F.R. § 160.103, under which the business associate must agree to appropriately safeguard Protected Health Information (PHI) that it will use and disclose when performing functions, activities or services pursuant to its contract with Maniilaq Association. By signing the [*Business Associate Name and Address*] agrees that it is a Business Associate and will comply with the terms below, in addition to other applicable Contract terms and conditions, and applicable law, relating to the safekeeping, use, and disclosure of PHI.

II. Definitions

The following terms shall have the same meaning as those terms in 45 C.F.R. Part 160 and Part 164, which are the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended: Breach, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, PHI, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and Use.

- A. **Business Associate.** “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. § 160.103, and in reference to the party to this Agreement shall mean [*Insert the name of the business associate*].
- B. **Covered Entity.** “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean Maniilaq Association.
- C. **HIPAA Rules.** “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

III. Obligations and Activities of Business Associate

- A. **Compliance:** Business Associate agrees not use or disclose PHI other than as authorized by the Agreement or as required by law. Business Associate acknowledges that it is directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of PHI that are not authorized by the Agreement or required by law. Business Associate agrees that it will require all of its agents, employees, subsidiaries, and affiliates, to whom Business Associate provides PHI, or who create or receive PHI on behalf of Business Associate for Covered Entity, to comply with the HIPAA Rules and to enter into written agreements with Business Associate that provide the same restrictions, terms, and conditions as set forth in the Agreement.
- B. **Subcontractors:** In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), which govern relations with subcontractors, Business Associate agrees to ensure that any subcontractors

that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, terms, and conditions that apply to Business Associate with respect to such PHI.

- C. Safeguarding PHI: Business Associate shall develop and use appropriate procedural, physical, and electronic safeguards to protect against the use or disclosure of PHI in a manner not authorized by this Agreement or required by law. Business Associate will limit any use, disclosure, or request for use or disclosure of PHI to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.
- D. Safeguarding Electronic PHI: Business Associate agrees to use appropriate safeguards, as set forth in Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of electronic PHI other than as authorized by this Agreement or required by law.
- E. Reporting Use or Disclosures Not Authorized By this Agreement or Required by Law: Business Associate agrees to report to Covered Entity any use or disclosure of PHI not authorized by this Agreement or required by law as soon as is reasonable upon discovery but within thirty (30) calendar days of discovering the use or disclosure, or any security incident of which it becomes aware. In addition, Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of the use, disclosure, or security incident.
- F. Reporting of Breach: In accordance with the policy of the Department of Health and Human Services, Business Associate will report, without unreasonable delay and no later than 30 days from the discovery of the breach, all suspected or confirmed breaches to Covered Entity.
- G. Notification of Breach of Unsecured PHI: In addition to the above, Business Associate shall notify Covered Entity of a breach, as set forth in 45 C.F.R. § 164.410, of the security of any unsecured PHI that Business Associate received from, or created or received on behalf of, Covered Entity as soon as is reasonable upon discovery but within thirty (30) calendar days after the discovery of the breach by Business Associate, its employees, officers, and/or other agents, unless notification is specifically excepted by 45 C.F.R. § 164.412.
 - 1. Requirements of Notice. Such notice shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach; a brief description of the circumstances of the breach of security, including the date of the breach and the date of Business Associate's discovery of the breach; and the type of unsecured PHI involved in the breach. Business Associate agrees to provide any other available information that Covered Entity is required to include in notification to the individual under 45 §164.404(c). In the event notification is delayed, evidence demonstrating the necessity of the delay shall accompany the notification.
 - 2. Individual Access to PHI. Business Associate shall maintain a designated record set for each individual for whom it maintains PHI. In accordance with an individual's right to access his or her PHI, Business Associate shall make available all PHI in the individual's designated record set to the individual to whom that information pertains, or, upon the request of the individual, to that individual's authorized representative, as necessary to

satisfy Covered Entity's obligations under 45 C.F.R. § 164.524. Availability to access PHI shall be made within five (5) calendar days of receipt of a valid request.

- H. Accounting of Disclosures: Business Associate shall maintain records of PHI received from, or created or received on behalf of, Covered Entity and shall document subsequent uses and disclosures of such information by Business Associate. Business Associate shall, within five (5) calendar days after receiving a request from Covered Entity, provide to Covered Entity such information as Covered Entity may require to fulfill its obligations to account for disclosures of PHI pursuant to 45 C.F.R. § 164.528.
- I. Amendment of PHI: Business Associate shall, within five (5) calendar days of a request by Covered Entity, make PHI available to Covered Entity for Covered Entity to fulfill its obligations under 45 C.F.R. § 164.526 to amend PHI and shall, as directed by Covered Entity, within five (5) calendar days of receipt of such direction, incorporate any amendments into PHI held by Business Associate. In addition, Business Associate shall ensure incorporation of any such amendments into PHI held by its agents or subcontractors within ten (10) days of such direction, and shall notify Covered Entity within five (5) calendar days of when those agents or subcontractors have completed the incorporation of the amendments. Business Associate shall forward to Covered Entity all requests to amend PHI that it receives directly from individuals within five (5) calendar days of its receipt of a request.
- J. Carrying out Covered Entity's Obligations: To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).
- K. Disclosures for Verifying Compliance: Upon request, Business Associate shall permit access by the Secretary and Covered Entity during normal business hours to its facilities, books, records, accounts, and any other sources of information, including PHI and any agreements that it has with subcontractors, vendors, and/or other agents relating to the use and disclosure of PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, for purposes of determining both Business Associate's and Covered Entity's compliance with the HIPAA Rules.

IV. Permitted Uses and Disclosures by Business Associate

- A. Business Associate shall not use or disclose PHI except to perform functions, activities, or services on behalf of Covered Entity as provided for in the Contract, this Agreement, the HIPAA Rules, or other applicable law.
- B. Business Associate agrees that it may use or disclose PHI on behalf of Covered Entity only:
 - 1. Upon obtaining the authorization of the individual to whom the PHI pertains;

2. For the purposes of treatment, payment or health care operations unless Covered Entity has agreed to a restriction pursuant to 45 C.F.R. § 164.520(b)(iv)(A) or 45 C.F.R. § 164.522; or
 3. Without an authorization or consent, if in accordance with 45 C.F.R. § 164.510, 45 C.F.R. § 164.512, 45 C.F.R. § 164.514(e), 45 C.F.R. § 164.514(f), or 45 C.F.R. § 164.514(g).
- C. Business Associate shall use and disclose PHI in compliance with each applicable requirement of 45 C.F.R. § 164.504(e), which section is fully incorporated herein.
- D. Business Associate agrees to make uses, disclosures, and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.
- E. Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.
- F. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.
1. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. Obligations of Covered Entity

- A. Covered Entity shall provide Business Associate with its Notice of Privacy Practices and any changes to the Notice.
- B. Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's Notice of Privacy Practices under 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- C. Covered Entity shall notify Business Associate of any change in, or revocation of, the permission by an individual to use or disclose his or her PHI to the extent that such changes may affect Business Associate's use or disclosure of PHI.

- D. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- E. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except as provided in Part IV, Subpart F, Section 1.

VI. Termination

- A. Term: The Term of this Agreement shall be effective as of the date Business Associate signs the underlying Contract and shall terminate when the Contract ends or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- B. Termination: Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not ended the violation within the time specified by Covered Entity.
- C. Obligations of Business Associate Upon Termination: Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 - 1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 2. Return to Covered Entity, or, if agreed to by Covered Entity, destroy, the remaining PHI that Business Associate does not need to continue its proper management and administration or to carry out its legal responsibilities;
 - 3. Continue to use appropriate safeguards, in compliance with Subpart C of 45 C.F.R. Part 164, with respect to electronic PHI to prevent use or disclosure of electronic PHI, other than as provided for in this Part, for as long as Business Associate retains the PHI;
 - 4. Not use or disclose PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out above, at Part IV, Subpart F, Section 1 of the Agreement which applied prior to termination;
 - 5. Return to Covered Entity, or, if agreed to by Covered Entity, destroy, the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; and
 - 6. If Business Associate or its agent or subcontractor destroys any PHI, Business Associate will provide Covered Entity with documentation evidencing such destruction within thirty (30) days of completion of destruction.

B. Survival: The obligations of Business Associate under this Part shall survive the termination of this Agreement.

VII. Indemnification

The Indemnity provision in the underlying Contract shall apply hereto.

VIII. Miscellaneous

- A. Incorporation: This Agreement is attached to and fully incorporated into the Contract.
- B. Notices: All notices under this Agreement shall be provided by certified mailing, and shall require proof of date of receipt.
- C. Regulatory References: A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- D. Amendment: The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- E. Interpretation: Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- F. Successors and Assigns: This Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the Parties and their successors and assigns.
- G. Severability: If a court of competent jurisdiction deems any provision of this Agreement unenforceable, such provision shall be severed from this Agreement and every other provision of the Agreement shall remain in full force and effect.

Maniilaq Association

Contractor

By:
Its:

By:
Its:

Date

Date