

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554**

In the Matter of

Request for Review by Maniilaq Association
of Decision of Universal Service Administrator

WC Docket No. 02-60

HCP 10249, 10810, 10811, 10812, 10813,
10814, 10815, 10816, 10817, 10818, 10819,
10820

REQUEST FOR REVIEW OR LIMITED WAIVER

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July 2, 2019

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EXECUTIVE SUMMARY

On November 30, 2018, USAC denied Maniilaq's RHC Program funding requests for FY 2017 due to minor clerical errors that in no way undermined the competitive bidding process or the integrity of the RHC Program. That competitive bidding process resulted in two service contracts between Maniilaq and GCI, one to serve Maniilaq's Health Center in Kotzebue, Alaska, and another to serve Maniilaq's 11 village clinics. Maniilaq appealed USAC's decision, but on May 6, 2019, USAC denied Maniilaq's appeal. If the Commission does not overturn USAC's decision, Maniilaq will lose over \$16 million in RHC Program funding. This will put at risk the provision of reliable and affordable health care services by Maniilaq, the *only* provider of such services to approximately 8,500 people in a remote region that spans 38,000 square miles, a territory roughly the size of State of Indiana.

This Request for Review respectfully requests that the Commission overturn USAC's decision, or, in the alternative, waive the Commission's competitive bidding rules to the extent necessary so that Maniilaq can receive RHC Program funding for FY 2017 and retain its ability to provide reliable and affordable health care services to the thousands of Alaskan natives and other non-native patients in the remote region of Northwest Alaska who depend on them.

Maniilaq complied with the Commission's rules. But even if the Commission finds that Maniilaq made errors, those errors were, at most, clerical in nature and thus had no bearing on the competitive bidding process, Maniilaq's overall compliance with the RHC Program, or the underlying policies and objectives of the Commission. Indeed, if USAC's decision is upheld, the overall goals of the RHC Program and the Commission's rules will be undermined rather than realized, as the loss of this funding will threaten the provision of health care services by the only provider of such services in the region. The threat of this loss already has caused uncertainty for Maniilaq, as it depends on this funding to deliver telemedicine and transmit electronic medical

records in an area that is not even accessible by roads. Good cause exists to promptly overturn USAC's decision, and doing so would be in the public interest.

USAC has put forward alternating theories as to why Maniilaq and the people it serves should endure such a harsh and disproportionate penalty:

- Initially, USAC stated that Maniilaq should have included with one of its FCC Form 466 funding requests a copy of a short promotional brochure that one entity, EarthLink, submitted after Maniilaq posted its FCC Form 465 service request for its Health Center in Kotzebue – even though EarthLink, by its own admission, could not and would not provide the services Maniilaq requested.
- Later, in upholding its denial, USAC shifted its rationale to claim that Maniilaq should have included with its FCC Form 466 funding requests for both the Health Center in Kotzebue and the 11 village clinics the bids it received from GCI that Maniilaq accepted – even though Maniilaq subsequently produced those bids, the only bids received, and even though both USAC and the Commission have at various points in time stated that bids need not be submitted with an FCC Form 466 when there is only one bidder.
- In upholding its denial, USAC also concluded that Maniilaq and the communities it serves should lose this critical funding because Maniilaq inadvertently checked the “no” box on its FCC Form 466 funding requests in 2015 and 2016 in response to a question that asked whether any bids were received – even though the Commission has issued clear guidance in the past (and USAC itself has acknowledged) that clerical errors should not form the basis of funding denials.

In short, USAC construed the omission of a short promotional brochure by an entity that confirmed it could not and would not provide the requested service, the omission of documents subsequently produced, and an inadvertently-checked box as somehow conspiring to “taint” the competitive bidding process. This reasoning is unfounded, elevates form over substance, and disregards the real-world consequences of denying funding for critical telemedicine services on which a vulnerable population depends. USAC's decision should be overturned promptly or the Commission's competitive bidding rules should be waived as needed to correct this injustice.

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REQUEST FOR REVIEW OR LIMITED WAIVER

The Maniilaq Association (“Maniilaq”) hereby respectfully requests that the Federal Communications Commission (“FCC” or “Commission”) review and reverse the decision of the Universal Services Administrative Company (“USAC” or “Administrator”) to deny eligible service funding under the Universal Service Fund (“USF”) Rural Health Care (“RHC”) Program for Funding Year (“FY”) 2017 in connection with the above-captioned facilities under two contracts – one from 2015 and another from 2016 – between Maniilaq and GCI Communication Corp. (“GCI”).¹ In the alternative, Maniilaq requests a limited waiver of the Commission’s competitive bidding rules relating to those contracts so that Maniilaq’s funding requests in FY 2017 are granted in full.²

¹ To the extent USAC’s basis for denying funding in FY 2017 extends to FY 2018 or other periods, Maniilaq respectfully requests that this Request for Review or Limited Waiver be applied to those periods, too.

² *Supra* note 1.

I. INTRODUCTION AND BACKGROUND

The funding denials that Maniilaq challenges in this submission stem from two separate competitive bidding processes that began when Maniilaq posted FCC Form 465 service requests in 2014 and 2015. Those FCC Form 465 service requests resulted in Maniilaq entering into two distinct service contracts with GCI, one in 2015 and another in 2016. According to USAC, Maniilaq violated the Commission's competitive bidding rules by (1) failing to submit certain documentation pertaining to its decision to enter into those contracts when it subsequently filed its FCC Form 466 funding requests in 2015 and 2016, and (2) checking the "no" box in response to the question on those FCC Form 466 funding requests that asked whether Maniilaq received any bids in response to its FCC Form 465 service requests. For the reasons set forth below, USAC either is incorrect or its findings do not merit the funding denials. Its decision therefore should be overturned, and Maniilaq's funding requests for FY 2017 should be granted in full.

Even if Maniilaq should have submitted additional documentation or checked the wrong box in its FCC Form 466 submissions in 2015 and 2016, any failure to do so was either the result of prior Commission or USAC guidance or, at most, a clerical error that could not possibly have undermined the competitive bidding process. The Commission therefore can (and, if necessary, should) overturn USAC's funding denials on this basis, too. Indeed, if USAC's decision is upheld, the provision of critical health care services by the *only* provider of such services in Northwest Alaska will be impeded. Thus, even if the Commission finds as a matter of law that Maniilaq should have submitted additional documentation or checked a different box, the Commission should waive its competitive bidding rules to the limited extent necessary to authorize Maniilaq's funding requests in FY 2017 because doing so would be in the public interest.

If Maniilaq is denied funding based on minor, technical infractions that in no way undermined the competitive bidding process or the RHC Program, Maniilaq's ability to continue to provide reliable and affordable health care services to individuals and families in its service region would be adversely (and disproportionately) affected, an outcome that would not be in the public interest. Maniilaq provides comprehensive health care services to approximately 8,500 people living in rural Northwest Alaska.³ It is the *only* health care provider in the region, serving residents and visitors and offering primary care, emergency services, and community health services. None of the 12 communities served by Maniilaq are connected by roads, and they can be reached only by airplane, boat, or snow machine. In short, Maniilaq facilities provide the only locally available health care services to individuals living in or visiting these remote communities.

Maniilaq's ability to serve patients in these remote and sparsely populated regions relies on the use of telemedicine, which depends on telecommunications services. Maniilaq requires this connectivity so it can provide health care services to hard-to-reach communities and maintain and manage electronic health records, which are mandated by law. To secure telecommunications services at affordable rates, Maniilaq depends on the RHC Program. Without sufficient funding, Maniilaq would face financial challenges and would have to curtail important aspects of its service in this region. In some cases, that outcome would very likely put health care service out of the reach of many patients who need it most, who cannot travel

³ Maniilaq provides health care services to Alaska Natives and other beneficiaries on behalf of 12 federally recognized tribal governments pursuant to the Alaska Tribal Health Compact and funding agreements with the Secretary of Health and Human Services under the Indian Self-Determination and Education Assistance Act. 25 U.S.C. § 5301, *et seq.* Maniilaq also serves non-Indian Health Service beneficiaries and is the *only* provider of health care services in Northwest Alaska.

hundreds of miles to access health care services in other locations or from other providers.

Allowing this outcome would be inequitable and is one that the RHC Program and the Commission's rules are specifically designed to prevent.

II. DISCUSSION

In support of this request, and pursuant to the requirements of 47 C.F.R. § 54.721(b)-(c), Maniilaq hereby states the following:

A. Statement of Interest

Section 54.719(b) of the Commission's rules provides that any person aggrieved by an action taken by a division of USAC, after first seeking review at USAC, may seek review from the Commission. 47 C.F.R. § 54.719(b). Maniilaq seeks a Request for Review and Limited Waiver pursuant to 47 C.F.R. §§ 54.719(b)-(c) and 1.3. Requests for review of USAC actions that do not involve "novel questions of fact, law, or policy" shall be considered by the Wireline Competition Bureau. 47 C.F.R. § 54.722(a). The Bureau conducts *de novo* reviews of USAC decisions. 47 C.F.R. § 54.723(a). The relief requested and the issues raised herein are consistent with precedent and thus can and should be subject to accelerated disposition. *See Streamlined Process for Resolving Requests for Review of Decisions by the Universal Service Administrative Company*, Public Notice, 29 FCC Rcd 11094 (2014).

B. Statement of Facts

Maniilaq is a non-profit corporation that serves as the principle health care organization for Alaska's Northwest Arctic Borough and the village of Point Hope, and provides health care services to approximately 8,500 people spread across approximately 38,000 square miles – an area roughly the size of the State of Indiana. *See* Figure 1 (Maniilaq Service Region). To serve these remote communities, Maniilaq's organization includes the Maniilaq Medical Center in

Kotzebue and 11 village health clinics. See Maniilaq, *Health Services*, <https://www.maniilaq.org/health-services/> (last visited July 1, 2019). Travel between the villages that Maniilaq serves is undertaken primarily by air and water. There are no roads between communities, and land travel is available principally through the use of snow machines.



Figure 1 (Maniilaq Service Region)

Maniilaq's services include primary care, pediatric and women's health, inpatient services in a medical/telemetry care unit, emergency services, behavioral health services, dental and eye clinics, physical therapy, radiology, community health programs such as tobacco prevention and control and nutrition, and long term care. To effectively meet the health care needs of its communities, Maniilaq must rely on telemedicine. Maniilaq depends on the RHC Program as the principal source of funding for the connectivity it needs to provide advanced telemedicine services and promote its health care mission at an affordable cost.

1. The Competitive Bidding Process and the Contracts

Maniilaq receives telecommunications services under the USF's RHC Program pursuant to two separate evergreen contracts with service provider GCI. The first contract was signed on

February 25, 2015, and pertains to the provision of service to the Maniilaq Medical Center (the “2015 Contract”).⁴ The second contract was signed on February 1, 2016, and pertains to the provision of service to Maniilaq’s 11 village clinics (the “2016 Contract”).⁵

a) The 2015 Contract

In 2014, Maniilaq posted FCC Forms 465 seeking telecommunications service for the Maniilaq Medical Center in Kotzebue. *See* Attachment 2 (2014 FCC Form 465 for Maniilaq Medical Center).⁶ On November 6, 2014, GCI submitted a bid in response to Maniilaq’s service request. *See* Attachment 3 (2014 GCI Proposal). GCI was the only entity to submit a bid. EarthLink sent Maniilaq a short promotional brochure that contained only very general information and did not include a single technical detail, proposed price, or term regarding its services. *See* Attachment 4 (EarthLink Response). Maniilaq did not understand EarthLink’s response, so Warren Whitmore, Maniilaq’s Health IT Director at the time, called an EarthLink representative to seek clarification. *See* Attachment 5 (Warren Whitmore Declaration); Attachment 6 (January 2015 Warren Whitmore E-mail to Christina Hensley). During that call, EarthLink made clear that it did not offer any services in Kotzebue, much less the services sought by the Maniilaq Medical Center, and that it would need to perform extensive research and build out its network before it would be capable of providing services in the region. Because

⁴ The HCP number related to the Maniilaq Medical Center is 10810 and the FRNs are 1727453, 1720847, and 1720870.

⁵ The HCP numbers related to the clinics are 10249, 10811, 10812, 10813, 10814, 10815, 10816, 10817, 10818, 10819 and 10820, and the FRNs are 1720857, 1720860, 1714957, 1720849, 1714995, 1714996, 1714997, 1720861, 1720862, 1720854, 1715126, 1720855, and 1715129. For a table of HCPs and their corresponding FRNs, see Attachment 1 (Maniilaq HCP Table).

⁶ Attachment 2 is a sample Form 465 posted in 2014. The Forms 465 for the other Maniilaq Medical Center FRNs are available at <https://rhc.usac.org/rhc/public/SearchForm465>.

both parties agreed that EarthLink would not be able to provide the services that Maniilaq was seeking, Maniilaq appropriately understood EarthLink's submission merely to be a mere informational brochure and not a bid to provide service.

Although Maniilaq received only one bid, it nevertheless documented its assessment of both GCI's bid and the brochure it received from EarthLink in an internal memorandum that was shared with Maniilaq's senior management. *See* Attachment 7 (January 2015 Maniilaq Interoffice Memorandum).⁷ But because GCI was the only responsive bidder, and because GCI's bid addressed Maniilaq's service needs, Maniilaq and GCI on February 25, 2015, entered into the 2015 Contract for a five-year term. Attachment 8 (2015 GCI Contract, HC-424⁸). This contract was granted evergreen status by USAC.

On April 10, 2015, and June 12, 2015, Maniilaq submitted FCC Forms 466 to USAC seeking funding in FY 2014 for the FRNs related to the 2015 Contract. *See* Attachment 9 (2015 FCC Forms 466 for Maniilaq Medical Center). Maniilaq inadvertently checked the "no" box in response to the question, "Did you receive any bids in response to the Form 465 Request for Services posted on the RHCD website?" but Maniilaq provided a copy of the 2015 Contract along with its FCC Form 466 funding requests. USAC never followed up with Maniilaq regarding any errors or omissions in the FCC Forms 466 and subsequently authorized the

⁷ Although this interoffice memorandum states that Maniilaq received "two bids, one from EarthLink Business, and the other from GCI Communications Corp," it is clear from the memorandum that Maniilaq did not view the EarthLink proposal as a qualified bid that would warrant inclusion in its bid evaluation process and rather used the term "bids" only to group the two responses together.

⁸ HC-424 and HC-465 were amended in 2017 to reflect that the price of the growth option included in the original contracts had been reduced.

funding Maniilaq requested, giving Maniilaq reason to believe that it had fulfilled the RHC Program's requirements.

b) The 2016 Contract

In 2015, Maniilaq posted FCC Forms 465 seeking telecommunications service for its 11 village clinics outside of Kotzebue. *See* Attachment 10 (2015 FCC Form 465 for Village Clinics).⁹ Once again, GCI was the only bidder.¹⁰ *See* Attachment 11 (2016 GCI Proposal). Because GCI was the only bidder, and because GCI's bid addressed Maniilaq's service needs, Maniilaq and GCI on February 1, 2016, entered into the 2016 Contract for a five-year term. Attachment 12 (2016 GCI Contract, HC-465). This contract also was granted evergreen status by USAC.

On April 19, 2016, and April 22, 2016, Maniilaq submitted FCC Forms 466 to USAC requesting funding for 13 FRNs related to its village clinics. *See* Attachment 13 (2016 FCC Forms 466 for Village Clinics). Again, Maniilaq inadvertently checked the "no" box in response to the question, "Did you receive any bids in response to the Form 465 Request for Services posted on the RHCD website?" but it provided a copy of the 2016 Contract along with its FCC Form 466 funding requests. Again, USAC never followed up with Maniilaq regarding any errors or omissions in the FCC Forms 466 and subsequently authorized funding, giving Maniilaq reason to believe that it had fulfilled the RHC Program's requirements.

2. *USAC's FY 2017 Information Request*

⁹ Attachment 10 is a sample Form 465 posted in 2015. The Forms 465 for the other village clinic FRNs are available at <https://rhc.usac.org/rhc/public/SearchForm465>.

¹⁰ EarthLink did not send any information to Maniilaq in response to the FCC Forms 465 posted in 2015 for the village clinics.

As required when operating under evergreen contracts, Maniilaq annually filed FCC Forms 466 for each of the 16 FRNs associated with the 2015 Contract and 2016 Contract to secure RHC Program funding in each fiscal year. On November 3, 2017, USAC requested additional information regarding the FRNs for which FCC Forms 466 were filed seeking funding for FY 2017. Attachment 14 (USAC Request for Information).¹¹ Maniilaq provided a timely response to USAC's information request, and included in its response the brochure it received from EarthLink in response to Maniilaq's FCC Form 465 service request in 2014 (that resulted in the 2015 Contract), and the bid it received from GCI in response to Maniilaq's FCC Form 465 service request in 2015 (that resulted in the 2016 Contract).¹² Attachment 15 (Maniilaq Response to USAC Request for Information).

Maniilaq's response to USAC's information request was prepared by Maniilaq's former IT Director, Christina Hensley.¹³ Ms. Hensley had previously managed the competitive bidding processes associated with the 2014 and 2015 FCC Form 465 service requests. Subsequently, in 2017, Ms. Hensley underwent treatment for thyroid cancer, and it was in the wake of this treatment that she prepared Maniilaq's response to USAC's information request. Until that time, nobody at Maniilaq had ever received or responded to a formal information request from USAC. In an effort to be responsive to USAC's information request, Ms. Hensley searched for documents responsive to that request. She recalled that Maniilaq had received a submission from an entity other than GCI when it posted its FCC Forms 465 in 2014, but she did not recall

¹¹ Attachment 14 is a sample USAC Request for Information for one of Maniilaq's FRNs. All of the other requests were identical.

¹² Maniilaq's response to USAC's information request inadvertently omitted the bid it received from GCI in response to the FCC Form 465 service request in 2014, but Maniilaq subsequently provided USAC with a copy of that bid when it appealed USAC's funding denial notice.

¹³ As of June 21, 2019, Ms. Hensley no longer is employed by Maniilaq.

the details of that submission. When her document search unearthed the EarthLink brochure, she included it in Maniilaq's response to USAC.

3. USAC's FY 2017 Funding Denial Notice

On November 30, 2018, USAC denied Maniilaq's funding requests for FY 2017 for all 16 FRNs. In doing so, USAC provided two different explanations for its denials: one for FRNs 1720860, 1720857, 1720847, and 1727453, *see* Attachment 16 at 1-8 (USAC FY 2017 Funding Denial Notices), and another for the remainder of the FRNs. *See* Attachment 16 at 9-32 (USAC FY 2017 Funding Denial Notices). The first explanation stated that, based on Maniilaq's response to USAC's information request, USAC believed that bids received in one funding year "were not disclosed nor submitted with the original funding request," and "[t]herefore, the competitive bidding process was tainted." Attachment 16 at 1, 3, 5, 7 (USAC FY 2017 Funding Denial Notices). Maniilaq later understood this to refer to the brochure from EarthLink that was not submitted with Maniilaq's FCC Form 466 funding request back in 2015. The second explanation stated that "[t]he contract associated with this FRN was signed in February 2016 but the bids referenced in the narrative and the bid evaluation provided in the applicant's response are dated in 2014 and 2015." Attachment 16 at 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31 (USAC FY 2017 Funding Denial Notices). Maniilaq did not understand to what this explanation pertained or what it purported to say.

USAC's funding denial notices were confusing and thus impeded Maniilaq from knowing precisely what to appeal. For instance, the three FRNs for the Maniilaq Medical Center did not all receive the same funding denial notice or explanation (even though they all pertained to the same FCC Form 465 bidding process in 2015), and the remaining FRNs did not all receive the same funding denial notice or explanation, either (even though they all pertained to the same

FCC Form 465 bidding process in 2016). As another example, at least one of the FRNs that received the second funding notice was related to the 2015 Contract, but the notice suggested that its contract “was signed in February 2016.” *See* Attachment 16 at 9 (USAC FY 2017 Funding Denial Notices). All of this made it exceedingly difficult for Maniilaq to understand precisely why its funding requests were denied by USAC.

Because the bases for USAC’s funding denial notices were confusing, Maniilaq sought clarification from USAC on a conference call. The information exchanged during that call, which took place on December 13, 2018, and was memorialized in a subsequent e-mail exchange between the parties, *see* Attachment 17 (December 2018 E-Mails Memorializing Call With USAC), led Maniilaq to understand that USAC’s principal reason for denying funding was Maniilaq’s exclusion of the EarthLink brochure from Maniilaq’s FCC Form 466 funding request in 2015. Maniilaq therefore focused on this issue in its January 29, 2019 appeal of USAC’s funding denial notices. *See* Attachment 18 (Maniilaq Letter of Appeal). On March 12, 2019, Maniilaq supplemented its appeal to identify inconsistencies between USAC’s current and former guidance on competitive bidding that were relevant to its appeal. *See* Attachment 19 (Maniilaq Letter of Appeal Supplement).

4. USAC’s Decision

In response to Maniilaq’s appeal, USAC departed from its previous explanation (provided on the parties’ December 13, 2018, conference call) and instead claimed in its written decision that Maniilaq violated the Commission’s competitive bidding rules in connection with both the 2015 Contract and 2016 Contract in two ways. First, USAC claimed that Maniilaq incorrectly indicated on its FCC Form 466 funding requests in 2015 and 2016 that it had received no bids (presumably because it checked the “no” box in response to the question, “Did you

receive any bids in response to the Form 465 Request for Services posted on the RHCD website?”). *See* Attachment 20 at 6 (USAC Decision Letter) (“USAC Decision”). Second, USAC claimed that Maniilaq failed to submit all the bids and responses it had received with its FCC Form 466 funding requests in 2015, which in USAC’s view should have included the EarthLink brochure. *See* Attachment 20 at 6-8 (USAC Decision Letter). USAC further claimed that, even though GCI was the only bidder who responded to the FCC Form 465 service request that Maniilaq posted in 2015, the Commission’s rules still required Maniilaq to submit a copy of GCI’s bid with the FCC Form 466 funding requests that it submitted in 2015 and 2016.

USAC rejected Maniilaq’s arguments that any shortcoming in Maniilaq’s submissions were mere clerical errors that should be disregarded because they did not affect the integrity of the competitive bidding process or any material aspect of Maniilaq’s participation in the RHC Program. USAC instead ruled that “[t]he rules require that all bids and *responses* to the RFP be submitted with the funding request form,” and “[e]ven though Maniilaq disqualified the EarthLink response and found it nonresponsive, it was required to provide a copy of it and at a minimum provide a copy of the winning bidder’s proposal.” Attachment 20 at 6 (USAC Decision Letter) (emphasis in original).

C. Question Presented

Whether Maniilaq’s omission of certain documentation to USAC as part of its FCC Form 466 funding requests for FY 2014 and FY 2015, and Maniilaq’s inadvertent indication on its FCC Forms 466 that it had received no bids, violated the FCC’s competitive bidding rules even though only one party submitted a bid, and if so, whether good cause exists to issue a limited waiver of those rules so that Maniilaq receives funding for FY 2017.

D. Relief Sought

USAC's contention that Maniilaq improperly omitted the EarthLink brochure and the GCI bids from its FCC Form 466 funding requests in 2015 and 2016 is contrary to the FCC's competitive bidding rules and Commission precedent. USAC erred in failing to treat Maniilaq's mistake—checking the wrong box on its FCC Form 466 funding requests—as a clerical error. The Commission should overturn USAC's funding denial based on these contentions or, in the alternative, grant Maniilaq a limited waiver of its competitive bidding rules so that Maniilaq receives the funding it requested.

1. Maniilaq Was Not Required to Submit the EarthLink Brochure or the GCI Bids with its FCC Form 466 Service Requests

- a) Maniilaq received only one qualifying bid in response to each of the FCC Form 465 service requests that it posted in 2014 and 2015.

It is undisputed that GCI was the only bidder in response to the FCC Form 465 that was posted in 2015 that led to the 2016 Contract. GCI also was the only bidder in response to the FCC Form 465 that was posted in 2014 that led to the 2015 Contract. The brochure provided to Maniilaq by EarthLink in response to the FCC Form 465 in 2015 did not rise to the level of a bid because it did not address the requirements set forth in the FCC Form 465 or include a single technical detail or price term. EarthLink's information was therefore not a "bid" and did not need to be disqualified as such.

The FCC's requirement that providers submit "copies of the responses or bids received in response to the requested services," 47 C.F.R. § 54.603(b)(4), is intended to help USAC confirm that the provider has selected "the most cost-effective method of providing the requested service." *Id.* In order for responses or bids to be relevant to this determination, they must respond in some meaningful way to the requirements set forth in the FCC Form 465 service

request. If in response to such a service request a carrier indicates that it does not plan to bid, or submits only general marketing materials such a brochure, that response is not relevant to the question of whether the most cost-effective option for the provision of service was selected. Here, EarthLink's submission and Maniilaq's follow-up conversation with an EarthLink representative made it clear that EarthLink did not have the technical capabilities to provide the services requested, *see* Attachment 5 (Warren Whitmore Declaration); EarthLink's brochure therefore would not possibly be considered relevant to a bid evaluation process.

Even if one somehow were to construe EarthLink's brochure as a "bid," Maniilaq properly disqualified that bid. Indeed, even the USAC Decision properly acknowledged that Maniilaq "disqualified the EarthLink response and found it nonresponsive." *See* Attachment 20 at 6 (USAC Decision Letter). The USAC training materials for both the RHC and the schools and libraries (the "E-rate") Programs support the conclusion that applicants can disqualify bids. *See* USAC Webinar, *RHC Program Funding Request Best Practices* 13 (2019), https://www.usac.org/_res/documents/rhc/training/2019/rhc-program-funding-request-webinar.pdf; USAC, *Selecting Service Providers* (last updated Jan. 2018), <https://www.usac.org/sl/applicants/step02/evaluation.aspx>; USAC, *Prepare for Competitive Bidding* (last updated Jan. 2018), <https://www.usac.org/rhc/healthcare-connect/individual/step03/rfp.aspx>.¹⁴

Commission precedent also supports the conclusion that Maniilaq properly disqualified EarthLink's non-responsive submission. In the E-rate context, FCC precedent is clear that

¹⁴ Although some of these training materials could be construed to require applicants to include disqualified bids in their funding requests to USAC, that guidance is inconsistent with other USAC and Commission guidance specifying that where only one bid is received, bids need not be submitted. *See infra* Part II.D.1.b. It stands to reason that where one valid bid is received and one bid is disqualified, only "one bid" has been received.

program participants may properly disqualify bids. In the 2011 *Allendale* decision, for example, the FCC granted two school districts' E-rate appeals, overturning two USAC decisions denying funding based on the school districts' failure to consider all submitted bids. *Requests for Review of Decisions of the Universal Service Administrator by Allendale County School District, et. al.*, Order, 26 FCC Rcd. 6109, 6117-18 (2011). The FCC found that the districts had properly disqualified bids that were incomplete and did not respond fully to the request for services or were from providers that were not capable of providing all requested services. *Id.*

More specifically, in *Allendale*, USAC alleged that the School District of the City of River Rouge ("River Rouge") had failed to provide documentation indicating that it considered all of the bids it received and chose the most cost-effective solution. *Id.* at 6117 n.53. River Rouge argued that it had properly rejected one of the two bids it received and provided three documents, including a contemporaneous memorandum, indicating that one of the bids was incomplete. Letter from R. Basso, Counsel, River Rouge School District, to Marlene H. Dortch, Secretary, FCC, Attach. 9, 10, 14 (Nov. 14, 2007), <https://ecfsapi.fcc.gov/file/6519821643.pdf>. The Commission granted the appeal, finding that the documents "show[] that River Rouge considered each bid it received and rejected the SER Communication's bid only after determining that the bid was incomplete." *Allendale*, 26 FCC Rcd. at 6118.

The Commission also considered in *Allendale* the competitive bidding process of Whittier School District ("Whittier"), which received two bids in response to its request for wireless Internet services. *Id.* After inquiring about one of the bids, which was not as detailed as the other, Whittier determined that the bidder was unable to provide wireless Internet access on a district-wide basis. The Commission found that "[t]he fact that Whittier initiated contact with ASA to discuss the proposal's terms and conditions, and only rejected the proposal after learning

that ASA could not provide the requested services leads us to conclude that Whittier carefully considered ASA's submission.” *Id.*

Here, even if EarthLink’s document could be considered a “bid,” Maniilaq properly disqualified it because it was incomplete and did not address all the services requested in the FCC Form 465. *See* Attachment 15 at 3 (Maniilaq Response to USAC Request for Information) (“One of the two bids was not considered due to the capabilities and services not being a match for our requested terrestrial services.”). Indeed, just like the Whittier School District, Maniilaq was careful to confirm directly with EarthLink that it did not, in fact, have the capabilities to address Maniilaq’s service needs before making a judgment about EarthLink’s submission. *See* Attachment 5 (Warren Whitmore Declaration). This demonstrates that even if EarthLink’s document could be classified as a bid, it was carefully considered before being disqualified.

Commission precedent establishes that bid disqualifications should not be made on a post-hoc basis. *See Application for Review of a Decision of the Wireline Competition Bureau by Henrico County School District*, Order, 29 FCC Rcd 10837 (2014) (upholding USAC’s decision under E-rate program when, after receiving a funding denial, school district attempted to disqualify a bid to validate the outcome of its vendor selection process). Here, however, the determination that EarthLink’s submission should be disqualified was made *before* USAC’s funding denial—Maniilaq drafted a contemporaneous internal memorandum indicating that “EarthLink’s proposal . . . was reviewed and analyzed against our service request. Unfortunately, their capabilities and services are not a match for our requested terrestrial services at this time.” *See* Attachment 7 (January 2015 Maniilaq Interoffice Memorandum). In short, in response to the FCC Form 465 service requests in 2014 and 2015, Maniilaq received only one bid.

- b) Supporting documentation is required to be filed with the FCC Form 466 only when more than one bid is received.

The Commission has confirmed that supporting documentation for an FCC Form 466 should include copies of bids “if *more than one bid* is received.” *See Rural Healthcare Support Mechanism*, Order, 30 FCC Rcd. 230, 230 (2015) (emphasis added); *DataConnex, LLC*, Notice of Apparent Liability for Forfeiture and Order, 33 FCC Rcd. 1575, 1579 (2018). USAC’s posted guidance is consistent with that, as it requires applicants to file responses and bids as supporting documentation with their FCC Forms 466 *only if multiple bids* are received. *See USAC, Documentation*, <https://www.usac.org/rhc/telecommunications/health-care-providers/documentation.aspx> (last visited July 1, 2019) (“If the HCP received bids from *multiple* service providers in response to the posted FCC Form 465, those bids must be submitted to USAC for review”) (emphasis added); *see also USAC, Documentation*, Way Back Machine (2014), <https://web.archive.org/web/20140420141338/>, <https://www.usac.org/rhc/telecommunications/health-care-providers/documentation.aspx> (listing the supporting documentation that the HCP was required to submit with its Form 466, including “Copies of bids (if more than one bid received)”).

Despite this precedent, the USAC Decision incorrectly concluded that Maniilaq was required to include a copy of the EarthLink document, together with GCI’s proposal, with its FCC Form 466. This was wrong because under any rational view of the facts, multiple bids were not received—either only one bid was received or only one qualified bid was received. As discussed above, Commission precedent makes clear that disqualified bids need not be considered as part of the bid evaluation process. *See Allendale*, 26 FCC Rcd. at 6117-18.

To the extent that USAC’s website contains conflicting guidance regarding the inclusion of disqualified bids when filing a funding request, such guidance cannot be held to apply to the

Maniilaq funding requests at issue here because it is inconsistent with the Commission’s rule that bid documentation need only be provided when there are multiple qualifying bids.¹⁵ *Compare* USAC, *RHC Program: Competitive Bidding FAQ*, <https://www.usac.org/rhc/telecommunications/health-care-providers/step03/default.aspx> (last visited July 1, 2019) (“[Y]ou must submit ALL bids received including winning, losing and disqualified”), *with Rural Healthcare Support Mechanism*, Order, 30 FCC Rcd. 230, 230 (2015) (“Supporting documentation includes . . . copy of the signed contract (if applicable), and copies of bids (if more than one bid is received).”). Furthermore, because the guidance on USAC’s website post-dates Maniilaq’s funding requests, it cannot and should not be applied retroactively. Even if USAC claims that this rule pre-dates the funding requests, it clearly conflicts with USAC’s other contemporaneous guidance and the Commission’s rules. Any confusion created by USAC therefore does not provide grounds to deny funding to Maniilaq.

2. *Any Failure on the Part of Maniilaq Was, at Most, a Clerical Error*

As discussed above, GCI was the only bidder to file a response to the FCC Forms 465 that resulted in the 2015 Contract and the 2016 Contract. Because the FCC Forms 465 resulted in only one bid, this case falls under the general rule that supporting bid documentation did not need to be filed with the FCC Forms 466 in 2015 and 2016. Maniilaq does not dispute, however, that it erred in both 2015 and 2016 when it checked the “no” box in response to the question on the FCC Forms 466 that asked, “Did you receive any bids in response to the Form 465 Request for Services posted on the RHCD website?” But this means that the only error that Maniilaq could have made in the competitive bidding process was checking the wrong box on these FCC

¹⁵ Maniilaq raised this inconsistency in its Letter of Appeal Supplement, Attachment 19 at 2-4 (Maniilaq Letter of Appeal Supplement), but the USAC Decision did not address this argument.

Forms 466. As explained below, it is well-settled that such a clerical error does not justify a denial of funding.

- a) Maniilaq's selection of the wrong box on its FCC Forms 466 was a clerical error.

Maniilaq's mistaken indication on the FCC Forms 466 that it had received no bids when it in fact received bids from GCI – the entity with which it ended up contracting – was a minor clerical error. Although Maniilaq had received a bid from GCI in response to the FCC Forms 465 it posted in 2014 and 2015, Maniilaq's failure to disclose this fact could not have affected the competitive bidding process because in each case Maniilaq received only one bid and submitted to USAC its contract with GCI.

Even the USAC Decision acknowledged that a clerical error is not a basis for denying funding. *See* Attachment 20 at 6 (USAC Decision Letter). Nevertheless, USAC found that having checked the “no” box somehow was more than a clerical error because Maniilaq did not attach the GCI bid documents to its FCC Form 466 submissions (although Maniilaq subsequently submitted these documents in full). The USAC Decision is correct that a clerical error should not lead to a funding denial, but its own, unduly narrow interpretation of what amounts to a clerical error is incorrect.

The Commission has in the past identified what amounts to a clerical error and has overturned USAC denials of funding that were based on such errors. For example, in the E-rate context, the FCC overturned several USAC funding denial decisions that were based on applicants' “minor errors in filling out their application forms,” concluding that “such minor mistakes” did not “warrant the complete rejection of each of these applicants' E-rate applications.” *See Request for Review of the Decision of the Universal Service Administrator by Bishop Perry Middle School New Orleans, LA, et al.*, Order, 21 FCC Rcd. 5316, 5321 (2006);

see also Request for Review Bradford Regional Medical Center, Order, 25 FCC Rcd. 7221, 7223 (2010) (finding minor procedural error when applicant improperly submitted Form 466 instead of Form 466-A but submitted original form and responded to USAC's request for additional information in timely manner). As part of its reasoning in *Bishop Perry*, the Commission noted that mistakes such as forgetting to fill in a box or misreading instructions "could not have resulted in the applicant receiving more funding than it was entitled to." 21 FCC Rcd. at 5321.

Like the errors in *Bishop Perry*, Maniilaq's mistake could not have improperly influenced the amount of funding that it received. Even though it indicated it had received no bids, it submitted its contract with GCI along with its FCC Form 466 funding requests in 2015 and 2016. Because these contracts were the result of the GCI bids – the only bids Maniilaq received – USAC's funding decision was based on accurate information.

- b) Even if Maniilaq should have submitted additional documentation, this error should not result in a denial of funding.

Even if the Commission were to find that the EarthLink document was a bid or should have been submitted with the FCC Form 466 in 2015, or that the GCI bids should have been submitted, Maniilaq's failure to submit them would be an exceedingly minor error that would not warrant a denial of funding. Like the "checked box" error, a failure to submit documentation for a non-responsive bid that never would have been chosen could not have resulted in Maniilaq receiving more funding than to which it was entitled. *See Bishop Perry*, 21 FCC Rcd. at 5321. Even if EarthLink's submission had been included in Maniilaq's bid evaluation process, Maniilaq could not have chosen a company that would not have had the capability to provide the services Maniilaq required. Any failure to submit the GCI bids with the FCC Form 466 funding requests in 2015 and 2016 also would not justify a denial of funding. As previously noted, these were the only bids received and they resulted in the 2015 Contract and 2016 Contract. Their

submission therefore would have in no way affected USAC's ability to verify that Maniilaq selected the most cost-effective service provider because GCI was the *only* available service provider.

3. *If Necessary, the Commission Should Grant a Limited Waiver of its Competitive Bidding Rules*

Generally, the Commission's rules may be waived if good cause is shown. 47 C.F.R. § 1.3. The Commission may exercise its discretion to waive a rule where the facts of a case make strict compliance with the rule inconsistent with the public interest. *Northeast Cellular Telephone Co. v. FCC*, 897 F.2d 1164, 1166 (D.C. Cir. 1990). Waiver is appropriate where special circumstances warrant a deviation from the general rule and such deviation will serve the public interest. *NetworkIP, LLC v. FCC*, 548 F.3d 116, 125-28 (D.C. Cir. 2008); *Northeast Cellular*, 897 F.2d at 1166.

The Commission has found good cause to waive its rules under the RHC Program when an applicant's violation of the rules constitutes minor procedural error.¹⁶ See, e.g., *Bradford*, 25 FCC Rcd. at 7223 (waiving the filing deadline in Section 54.623(c)(3) when applicant's original funding request was submitted on the wrong form). In the E-rate context, the Commission has granted waiver requests of applicants that violated competitive bidding rules when it was clear that the applicants had nevertheless conducted a competitive bidding process. For example, in *Allendale*, although one school district improperly failed to assign price the highest weight in its bid evaluation, the Commission found that the lowest bidder *could have been* disqualified, and

¹⁶ The Commission also has made clear that it can waive its rules retroactively. See, e.g., *Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991*, Order, DA 19-562 (June 13, 2019) (granting retroactive waivers of prior express consent rules when there was confusion about the rules); *Rules and Regulation Implementing the Telephone Consumer Protection Act of 1991*, Order, 29 FCC Rcd. 13998 (2014) (granting retroactive waiver of its fax advertising rules when the requirements of the rules were uncertain).

therefore a waiver was warranted. 26 FCC Rcd. at 6116-17. The Commission also granted waivers to several school districts that did not assign the highest weight to price but selected the only bid that was responsive to their service requests. *Id.* at 6115-16.

In the instant petition, special circumstances strongly support a waiver of the requirements of Section 54.603(b)(4) of the Commission's rules. 47 C.F.R. § 54.603(b)(4) (requiring health care providers to "submit to the Administrator paper copies of the responses or bids received in response to the requested services").¹⁷ First, the Maniilaq employees responsible for facilitating the competitive bidding process made a good faith effort to comply with the Commission's rules governing bid selection. With respect to the 2015 Contract, upon receiving a nonresponsive submission from EarthLink, Mr. Whitmore contacted EarthLink in an attempt to confirm that such submission was not a bid. Then, consistent with the rules, Ms. Hensley disqualified the EarthLink submission and recommended that Maniilaq select GCI, whose bid necessarily offered the lowest price.

Second, the guidance that was in place at the time of Maniilaq's bidding process was inconsistent and thus confusing. As discussed above, at least some USAC guidance suggested that applicants were only required to submit copies of bids with their funding requests if more than one bid was received. In connection with its funding requests for both FY 2015 and FY 2016, Maniilaq reasonably believed that it had only received one bid and therefore did not need to submit copies of any bids or responses to USAC. Even if this belief was misguided, Maniilaq should not be denied funding based on a misunderstanding of USAC's unclear guidance.

¹⁷ But see discussion, *supra*, at Section II.d.1.b. (noting guidance that bids must be submitted only when more than one bid has been received).

Finally, Maniilaq filed a timely response to USAC's 2017 information request and demonstrated its willingness to cooperate through various communications with USAC staff requesting further instructions. Any documentation that was missing or improperly submitted by Maniilaq was likely due to the multi-year lag between the bidding process and the information request, as well as Ms. Hensley's health issues and difficulty remembering the details of the 2014 and 2015 bidding process. Overall, Maniilaq's actions demonstrated good faith and were consistent with the Commission's competitive bidding rules and their underlying policy goals.

A waiver of Section 54.603(b)(4) of the Commission's rules will serve the public interest. If Maniilaq is denied over \$16 million in funding, this loss will have a significant impact on the services Maniilaq is able to provide on behalf of the federal government to Native and other persons in one of the most remote areas of Alaska. Without this funding, the viability of Maniilaq's medical facilities may be seriously compromised and it could have to greatly reduce its health care offerings. This would decrease the number of patients Maniilaq could serve, causing many residents of Maniilaq's rural communities to travel hundreds of miles for services or, given the high cost of airfare, lose their access to health care services altogether. These detrimental effects on the communities that Maniilaq serves would contradict the goals of the RHC Program and prevent the continued success of the Program in the Maniilaq region and throughout Alaska.

III. CONCLUSION

It is critical that the Commission review and quickly overturn USAC's decision and restore the funding Maniilaq needs to ensure that the residents of rural and remote parts of Northwest Alaska continue to have access to high quality health care. USAC's decision contradicts established Commission rules and precedent and must be overturned by the

Commission immediately, before it imposes further adverse consequences on Maniilaq. In the alternative, a limited waiver of the Commission's competitive bidding rules is warranted and in the public interest.

Respectfully submitted,

MANIILAQ ASSOCIATION

By:



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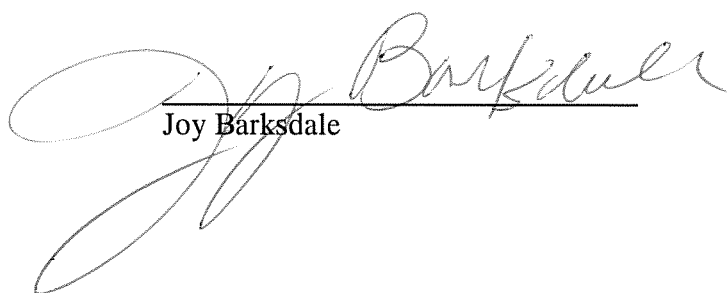
Its attorneys

July 2, 2019

CERTIFICATE OF SERVICE

I, Joy Barksdale, certify that on this 2nd day of July, 2019, I caused a copy of the foregoing Request for Review to be served by first-class mail, postage pre-paid upon:

Universal Service Administrative Co.
Attn: Rural Health Care Program
700 12th Street, NW
Suite 900
Washington, D.C. 20005



Joy Barksdale

TABLE OF ATTACHMENTS

Attachment 1	Maniilaq HCP Table
Attachment 2	2014 FCC Form 465 for Maniilaq Medical Center
Attachment 3	2014 GCI Proposal
Attachment 4	EarthLink Response
Attachment 5	Warren Whitmore Declaration
Attachment 6	January 2015 Warren Whitmore E-mail to Christina Hensley
Attachment 7	January 2015 Maniilaq Interoffice Memorandum
Attachment 8	2015 GCI Contract, HC-424
Attachment 9	2015 FCC Forms 466 for Maniilaq Medical Center
Attachment 10	2015 FCC Form 465 for Village Clinics
Attachment 11	2016 GCI Proposal
Attachment 12	2016 GCI Contract, HC-465
Attachment 13	2016 FCC Forms 466 for Village Clinics
Attachment 14	USAC Request for Information
Attachment 15	Maniilaq Response to USAC Request for Information
Attachment 16	USAC FY 2017 Funding Denial Notices
Attachment 17	December 2018 E-Mails Memorializing Call With USAC
Attachment 18	Maniilaq Letter of Appeal
Attachment 19	Maniilaq Letter of Appeal Supplement
Attachment 20	USAC Decision Letter

ATTACHMENT 1

Maniilaq Association

Table 1: FY 2017 FRNs Submitted as a Result of FY 2014 Competitive Bidding Process

HCP Name	HCP Number	FRN	Evergreen Determination FRN
Maniilaq Medical Center	10810	1720870	1456414
Maniilaq Medical Center	10810	1720847	1457353
Maniilaq Medical Center	10810	1727453	1464231

Table 2: FY 2017 FRNs Submitted as a Result of FY 2015 Competitive Bidding Process

HCP Name	HCP Number	FRN	Evergreen Determination FRN
Maniilaq Association – Kiana Clinic	10249	1720857	1578617
Maniilaq Association – Kiana Clinic	10249	1720860	1578617
Ambler Clinic	10811	1714957	1578619
Buckland Clinic	10812	1720849	1578883
Deering Clinic	10813	1714995	1578888
Kivalina Clinic	10814	1714996	1578889
Kobuk Clinic	10815	1714997	1578890
Noatak Clinic	10816	1720861	1578892
Noatak Clinic	10816	1720862	1578892
Noorvik Clinic	10817	1720854	1573431
Point Hope Clinic	10818	1715126	1578894
Selawik Clinic	10819	1720855	1578896
Shungnak Clinic	10820	1715129	1578898

ATTACHMENT 2

Read instructions thoroughly before completing this form. Failure to comply may cause delayed or denied funding.

Form 465 Application Number (assigned by RHCD) 43147160

Block 1: HCP Location Information

Information required in this block applies to the physical location of the HCP. Do not enter a "PO Box" or "Rural Route" address.

1 HCP Number 10810	2 Consortium Name	
3 HCP Name Maniilaq Medical Center	4 HCP FCC Registration Number (FCC RN) 0013948047	
5 Contact Name Eugene Smith		
6 Address Line 1 436 5th Ave.		
7 Address Line 2 PO Box 43	8 County Northwest Arctic	
9 City Kotzebue	10 State AK	11 ZIP Code 99752
12 Phone # 907-442-7268	13 Fax # 907-442-7495	14 E-mail esmith@maniilaq.org

Block 2: HCP Mailing Contact Information

15 Is the HCP's mailing address (where correspondence should be sent) different from its physical location described in Block 1?		<input type="checkbox"/> Yes, complete Block 2
		<input checked="" type="checkbox"/> No, go to Block 3.
16 Contact Name Eugene Smith		17 Organization Maniilaq Medical Center
18 Address Line 1 436 5th Ave.		
19 Address Line 2 PO Box 43		
20 City Kotzebue	21 State AK	22 ZIP Code 99752
23 Phone # 907-442-7268	24 Fax # 907-442-7495	25 E-mail esmith@maniilaq.org

Block 3: Funding Year Information

26 Funding Year (Check only one box)		
<input type="checkbox"/> Year 2013 (7/1/2013-6/30/2014)	<input checked="" type="checkbox"/> Year 2014 (7/1/2014-6/30/2015)	<input type="checkbox"/> Year 2015 (7/1/2015-6/30/2016)

Block 4: Eligibility

27 Only the following types of HCPs are eligible. Indicate which category describes the applicant. (Check only one.)	
<input type="checkbox"/> Post-secondary educational institution offering health care instruction, teaching hospital or medical school	<input checked="" type="checkbox"/> Rural health clinic
<input type="checkbox"/> Community health center or health center providing health care to migrants	<input type="checkbox"/> Consortium of the above
<input type="checkbox"/> Local health department or agency	<input type="checkbox"/> Dedicated ER of rural, for-profit hospital
<input type="checkbox"/> Community mental health center	<input type="checkbox"/> Part-time eligible entity
<input type="checkbox"/> Not-for-profit hospital	

28 If consortium, dedicated emergency department, or part-time eligible entity was selected in Line 27, please describe the entity.

29 Please describe the eligible health care provider's telecommunications and/or Internet service needs, so that service providers may bid to provide the services. The description should describe whether video or store and forward consultations will be used, whether large image files or X-rays will be transmitted, the quality of connection needed, or other relevant considerations.

See Attached**Block 5: Request for Services**

30 Is the HCP requesting reduced rates for:		
<input type="checkbox"/> Both Telecommunications & Internet Services	<input checked="" type="checkbox"/> Telecommunications Service ONLY	<input type="checkbox"/> Internet Service ONLY

Block 6: Certification

31 <input checked="" type="checkbox"/> I certify that I am authorized to submit this request on behalf of the above-named entity or entities, that I have examined this request, and that to the best of my knowledge, information, and belief, all statements of fact contained herein are true.	
32 <input checked="" type="checkbox"/> I certify that the health care provider has followed any applicable State or local procurement rules.	
33 <input checked="" type="checkbox"/> I certify that the telecommunications services and/or Internet access charges that the HCP receives at reduced rates as a result of the HCPs' participation in this program, pursuant to 47 U.S.C. Sec. 254 as implemented by the Federal Communications Commission, will be used solely for purposes reasonably related to the provision of health care service or instruction that the HCP is legally authorized to provide under the law of the state in which the services are provided and will not be sold, resold, or transferred in consideration for money or any other thing of value.	
34 <input checked="" type="checkbox"/> I certify that the health care provider is a non-profit or public entity.	
35 <input checked="" type="checkbox"/> I certify that the health care provider is located in a rural area. Visit the RHCD website: (http://www.usac.org/rhc/tools/rhcd/Rural/2005/search.asp) or contact RHCD at 1-800-229-5476 for a listing of rural areas.	
36 <input checked="" type="checkbox"/> Pursuant to 47 C.F.R. Secs. 54.601 and 54.603, I certify that the HCP or consortium that I am representing satisfies all of the requirements herein and will abide by all of the relevant requirements, including all applicable FCC rules, with respect to funding provided under 47 U.S.C. Sec. 254.	
37 Signature Electronically signed	38 Date 31-Aug-2014
39 Printed name of authorized person Kayleen Kim	40 Title or position of authorized person IT Director
41 Employer of authorized person Manilaq Association	42 Employer's FCC RN 0013949375

Please remember:

- Form 465 is the first step a health care provider must take in order to receive the benefit of reduced rates resulting from participation in this universal service support program.
- After the HCP submits a complete and accurate Form 465, the RHCD will post it on the RHCD web site for 28 days.
- HCPs may not enter into agreements to purchase eligible services from service providers before the 28 days expire.
- After the HCP selects a service provider, the HCP must initiate the next step in the application process, the filing of Form 466 and/or 466A.

Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

FCC NOTICE FOR INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

Part 3 of the Commission's Rules authorize the FCC to request the information on this form. The purpose of the information is to determine your eligibility for certification as a health care provider. The information will be used by the Universal Service Administrative Company and/or the staff of the Federal Communications Commission, to evaluate this form, to provide information for enforcement and rulemaking proceedings and to maintain a current inventory of applicants, health care providers, billed entities, and service providers. No authorization can be granted unless all information requested is provided. Failure to provide all requested information will delay the processing of the application or result in the application being returned without action. Information requested by this form will be available for public inspection. Your response is required to obtain the requested authorization.

The public reporting for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the required data, and completing and reviewing the collection of information. If you have any comments on this burden estimate, or how we can improve the collection and reduce the burden it causes you, please write to the Federal Communications Commission, AMD-PER, Paperwork Reduction Act Project (3060-0804), Washington, DC 20554. We will also accept your comments regarding the Paperwork Reduction Act aspects of this collection via the Internet if you send them to pra@fcc.gov. PLEASE DO NOT SEND YOUR RESPONSE TO THIS ADDRESS.

Remember - You are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-0804.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, PUBLIC LAW 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(e)(3) AND THE PAPERWORK REDUCTION ACT OF 1995, PUBLIC LAW 104-13, OCTOBER 1, 1995, 44 U.S.C. SECTION 3507.

This form should be submitted to:

Rural Health Care Division
30 Lanidex Plaza West, P.O.Box 685
Parsippany NJ 07054-0685

29 Please describe the eligible health care providers telecommunications and/or Internet service needs, so that service providers may bid to provide the services. The description should describe whether video or store and forward consultations will be used, whether large image files or X-rays will be transmitted, the quality of connection needed, or other relevant considerations.

To support telemedicine services that consists of voice, access to EHR, transmission of images, patient records to other medical facilities in urban areas, and a consultation between health care providers. It also provides access to continuing health care education.

ATTACHMENT 3

Maniilaq Association

November 6, 2014



A Proposal For
Maniilaq Association

In Response to a Request For
High Availability Terrestrial Services

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Proposal Overview

GCI ConnectMD is pleased to present Maniilaq Association with this proposal to deliver high availability terrestrial service to your facilities in Kotzebue. For over 15 years, GCI has partnered with Maniilaq Association in the delivery of innovative telehealth solutions. Over the past four years, we actively worked to expand our terrestrial network to extend to Kotzebue and serve your organization.

GCI takes pride in the long-term partnerships we have with Maniilaq Association and will continue to offer unmatched service in the Alaskan marketplace:

- Your organization, patients, and staff directly benefits from our openness and flexibility, service bundles, staff expertise, financial stability, and 24x7 operations;
- Maniilaq Association has access to our senior medical administrator staff, including a registered nurse, with the breadth of experience that comes from running the largest medical network in Alaska and the Pacific Northwest; and
- ConnectMD has the network and technical expertise to tackle any challenge, particularly those involving rural and remote geographic areas.

With the ConnectMD application agnostic approach, Maniilaq Association can use any applications, such as videoconferencing and electronic health records, to increase quality of care for your patients. As healthcare technology increases in use and complexity, we are adapting our network to support their technical requirements.

We understand the technical challenges you face in delivering cost-effective, highly reliable solutions to meet your organization's clinical and administrative needs. Our proposal directly addresses these challenges with our newly constructed terrestrial platform. As you will read throughout this proposal, we are prepared to provide dedicated and knowledgeable staff to support your communication needs for years to come.



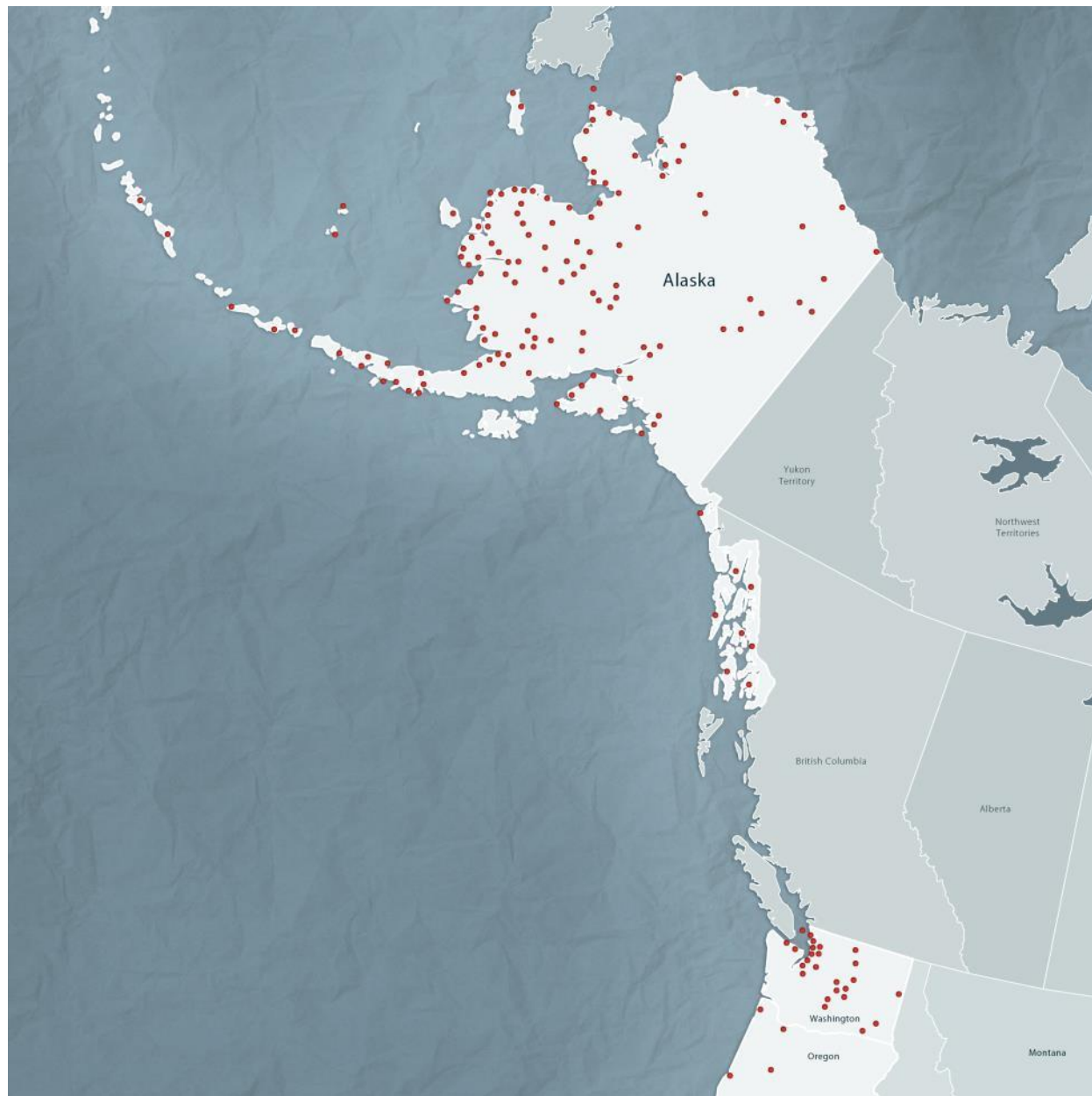
ConnectMD Overview

The GCI ConnectMD Medical Network is a collaborative environment of more than 250 clinics, hospitals, and medical organizations. It constitutes the largest medical network in Alaska and the Pacific Northwest. The medical network supports secure health information exchange between health organizations and promotes the use of telehealth to expand access to care and improve outcomes. Over the past 15 years, our network's membership has steadily increased, and it has expanded across the region, with physical points of presence (PoPs) in Anchorage, Fairbanks, Juneau, Dillingham, Ketchikan, Bethel, Nome, Kotzebue, Seattle, and Portland. Today, member organizations on our network can securely and reliably exchange medical data – including voice and video communications – between rural and urban locations across the region and the world.

Organizations served by GCI include facilities of all types and sizes, from small rural clinics to specialized urban treatment centers. Here are some of the medical centers, hospitals, clinics, and healthcare facilities operating on GCI telecommunication facilities in Alaska:

- Akeela – Gateway Center for Human Services
- Alaska Family Services
- Alaska Island Community Services
- Alaska Mental Health Trust Authority
- Alaska Primary Care Association
- Alaska Psychiatric Institute
- Aleutian Pribilof Island Association
- Arctic Slope Native Association
- Maniilaq Association
- Bethel Family Clinic
- Bristol Bay Area Health Corporation
- Camai Community Health Center
- Chugachmiut
- Co-Occurring Disorders Institute
- Council of Athabascan Tribal Governments
- Eastern Aleutians Tribes
- Fairbanks Memorial Hospital
- Hope Community Resources
- Iliuliuk Family and Health Services
- Indian Health Service
- PeaceHealth Ketchikan General Hospital
- Maniilaq Association
- North Slope Borough, Department of Health and Social Services
- NorthStar Behavioral Health
- Norton Sound Health Corporation
- Petersburg Medical Center
- Providence Kodiak Island Medical Center
- Providence Seward Medical Center
- Seldovia Village Tribe
- Southcentral Foundation
- U.S. Department of Veterans Affairs
- Wrangell Medical Center
- Yakutat Community Health Center
- Yukon-Kuskokwim Health Corporation

CONNECTMD MEDICAL NETWORK LOCATIONS





Proposed Services

GENERAL NETWORK OVERVIEW

To meet Maniilaq Association's need for connectivity and reliable Internet access, ConnectMD recommends connecting the hospital in Kotzebue to GCI's robust Multi-Protocol Label Switching (MPLS) network. With service reliability identified as of paramount concern, GCI ConnectMD focuses on two critical components: simplified support structure and route diversity.

- **Simplified Support Structure.** Through a single toll-free number and email address, customers can contact our dedicated technical service desk any day or time. Additionally, our 24/7 support services proactively monitor all customer connections to minimize the impact of a service interruption. As part of the service delivery, GCI provides the required edge routers, transport, configuration, monitoring, advanced network firewall services, and management of the services.
- **Route Diversity.** Route diversity is the fundamental tool for building reliable networks and GCI has prepared a High Availability solution that will provide Maniilaq hospital with 99.999% uptime.

Transport Path and Infrastructure

The two paths in our High Availability design use terrestrial for the primary circuit and a co-located C-band VSAT satellite connection for the backup channel. This solution uses diverse paths that operate as a unified communication channel to eliminate outages caused by equipment failure, satellite failure, radio frequency interference, weather impacts, or cut or damaged cables. To meet this level of availability, every component in the delivery chain from on premise equipment to GCI's core network components are diverse. Routers will maintain awareness of the status of the two paths, as well as seamlessly detect and re-route the connection in the event of a primary circuit failure.

- **Primary Path:** The primary route will be connected to GCI's TERRA network using a fiber optic circuit between the hospital and GCI's Kotzebue Earth Station. From the Earth Station, the circuit traverses GCI's TERRA terrestrial network back to Anchorage.
- **Backup Path:** GCI will install a co-located C-band VSAT satellite connection linking the hospital and GCI's teleport facilities. The VSAT connection will be configured to operate in an active-standby arrangement that will automatically provide uninterrupted service in the event of a failure on the primary path.

ConnectMD understands the importance on maintaining connectivity to business partners, such as ANTHC, as well as connectivity to the Internet, so a two path solution has been engineered to provide the hospital with two discrete routes to ANTHC and the Internet. Though both circuits are routed through Anchorage, they are engineered with no single point of failure in the Anchorage metropolitan area. Internet destined traffic will be routed over core infrastructure that provides geographically diverse and redundant infrastructure on GCI's Alaska United (AU) fiber optic ring. In the event of a fiber break in the AU network, the pathway will failover to the uninterrupted fiber legs of either AU-East (Juneau to Warrenton to Seattle) or AU-West (Juneau to Seattle). The Synchronous Optical Network (SONET) AU network provides the ability to deliver a protected WAN and Internet gateways in Seattle, Washington and Portland, Oregon.

MPLS

This service links the ConnectMD MPLS core network and GCI MPLS backbone to provide quality of service (QoS), increased flexibility, scalability, and bandwidth growth options.

- **QoS:** QoS is a critical feature that enables convergence of voice, video, and data traffic over shared infrastructure. Packets in local area networks (LAN) typically traverse high-speed connections over short distances. However, packets that traverse the wide area network (WAN) are subject to slower speed circuits over longer distances. Merging high-speed connections with low-speed connections can result in variable network performance. QoS features can be used to resolve or alleviate variable network performance.

GCI can deploy QoS across the network providing Maniilaq Association the option to control priority traffic to the Internet and other ConnectMD customers. Priority queuing mechanisms are used to guarantee bandwidth for time sensitive applications, such as voice over IP and videoconferencing. GCI can also prioritize other business and patient critical applications with our core traffic shaping to ensure unwanted network traffic does not congest the network or Internet.

- **Flexibility:** GCI is able to provide MPLS delivery of services to ANTHC as an added value of the ConnectMD network. GCI can offer a separate logical pipe that utilizes the ConnectMD network, eliminating the need for traditional unmanaged circuits.
- **Scalability:** The demand for bandwidth is increasing daily and will continue to do so for the foreseeable future as the number of users increases and as applications are moved in to the cloud. GCI's ConnectMD network is already capable of supplying Maniilaq Association's locations in Kotzebue with the necessary bandwidth to support the demand for additional network services.

WAN Acceleration

Both connections are designed with acceleration features that optimize applications and ultimately improves the user experience. Application performance is a critical measure of network usability. With organizations, like Maniilaq Association, the combination of remote patient healthcare, server centralization, and the extensive use of Internet protocols combine to slow application performance. These forces increase application response time by extending the distance data must travel, increasing the amount of information transferred, and increasing application ‘chattiness’. In combination, network usability can be affected across the board, from the smallest user inquiry to the largest file transfer for functions like data replication and backup/restore. GCI’s solution is designed with WAN acceleration that alleviates the challenges presented by satellite communication. This proposal includes managed application services that will benefit Maniilaq Association by:

- Improving the end-user experience and application performance
- Enhancing productivity with faster deployment and better performance of healthcare applications
- Lowering IT infrastructure by more efficiently using WAN bandwidth
- Maximizing bandwidth utilization efficiency

Medical-Grade Internet

Providing great healthcare over the network is more than business as usual. ConnectMD Medical-Grade Internet is specifically designed to meet the demanding patient-privacy and data-security needs of clinics, hospitals, and medical organizations. GCI provides Internet through our geographically diverse Anchorage and Portland cores with cross-connectivity to multiple Tier 1 providers. ConnectMD’s primary uplinks are to Tier 1 providers Sprint and Level 3 over a fully redundant geographically diverse 10 Gbps backbone. ConnectMD also offers access to our direct peers Google, Microsoft, Limelight, the Seattle Internet Exchange, and others.

Network Management and Monitoring

Network management and monitoring tools are available to provide critical network metrics, such as packet loss, latency, and top talkers, from the ConnectMD web portal. The ConnectMD web portal provides access to our Solar Winds Orion Network Performance Monitor utility. The portal also provides Maniilaq Association the ability to monitor network flow statistics that provide a high level of visibility into application level utilization. Additionally, the network is monitored 24/7 using industry standard monitoring and reporting tools that can be accessed for a complete picture of network health and utilization.

Virtual Firewall Services

With ConnectMD Internet services, Maniilaq Association has the option to customize the GCI ConnectMD virtual firewall platform for their network. With this included service, Maniilaq Association would have access to a state of the art next-generation security service built on Palo Alto's industry leading network-based firewall. The firewall service includes wire-speed deep packet application inspection, with the added benefits of advanced filtering, Anti-Virus, Denial of Service protection, and traditional port based mechanisms on a single virtual system. This platform provides your staff with full administrative control of the firewall through a web interface. If required, GCI engineers can also assist with managing the firewall service.

Features of the next-generation firewall include:

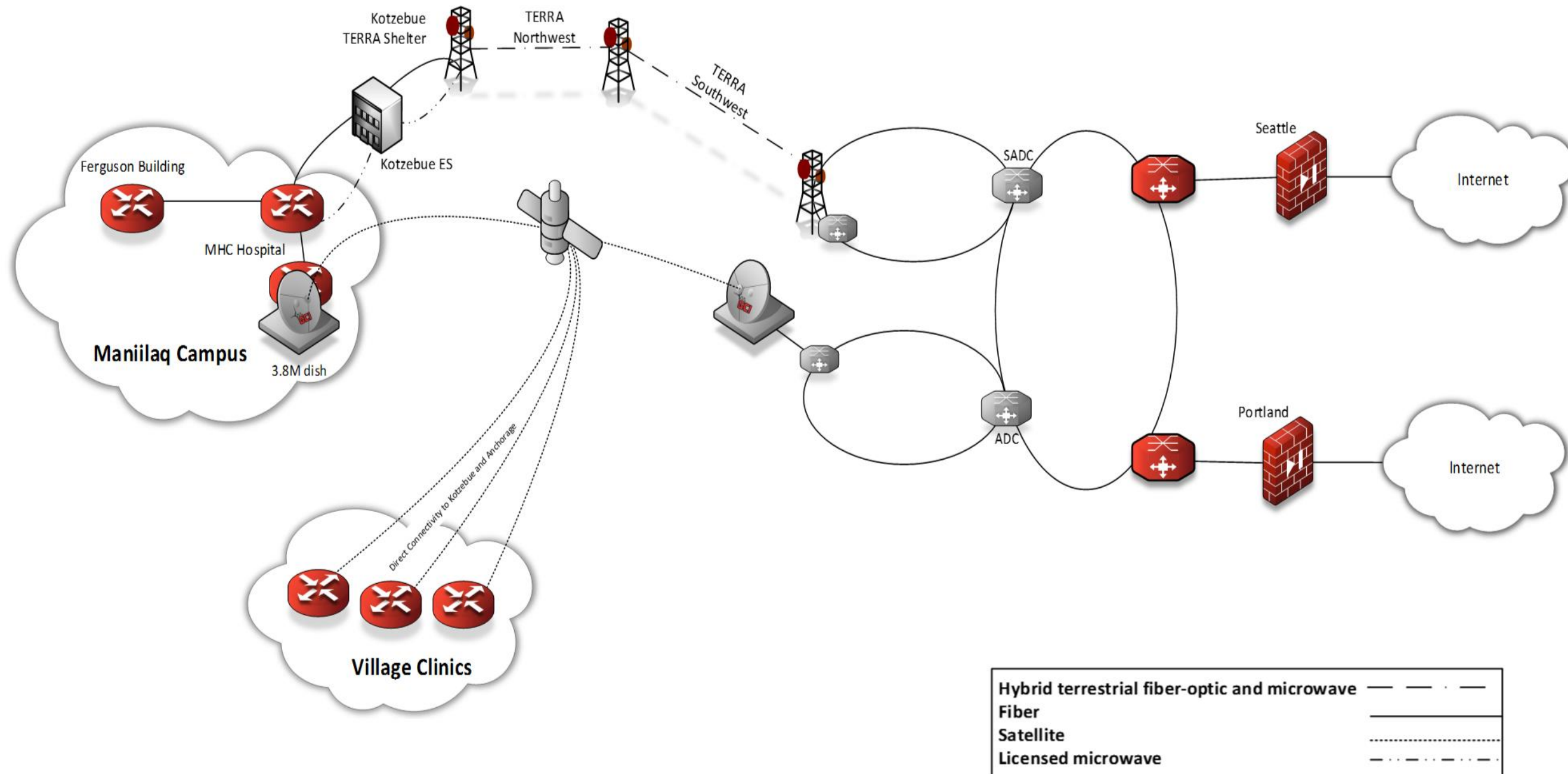
- **Enterprise-Class Intrusion Protection:** A rich set of intrusion prevention features block known and unknown network and application-layer vulnerability exploits from compromising and damaging enterprise information resources. Vulnerability exploits, buffer overflows, and port scans are detected using proven threat detection and prevention mechanisms.
- **Anti-Virus and Malware Protection:** The antivirus engine detects and blocks viruses, spyware phone home, spyware download, known Bots, as well as worms and trojans. Additional features, over and above the protection against a wide range of threats, include:
 - stream-based protection against malware embedded within compressed files and web content
 - Protection against HTML and malicious JavaScript
 - Leverages decryption within App-ID to block viruses embedded in SSL traffic
- **URL Content Filtering:** URL filtering is enabled through an on-box database, 20 million plus database of URLs, divided across 78 categories. The on-box database ensures maximum, inline performance and minimal latency. Using the combination of application control and URL filtering, flexible policies can be implemented to control employee and network activity.
- **Application Policy Control:** This feature graphically displays the applications that are traversing the network, who is using them, and their potential security risk, which in turn empowers administrators to quickly deploy application-, application function-, and port-based enablement policies in a systematic and controlled manner. Policies may range from open (allow), to moderate (enabling certain applications or functions, then scan, or shape, schedule, etc.), to closed (deny). Mixing next-generation policy criteria such as applications, application functions, users, groups, and regions with traditional policy criteria such as source, destination, and IP address allows organizations to deploy the appropriate policy for the requirement at hand.

Managed VPN

Maniilaq Association has the option to supply their own VPN concentrator and manage VPNs or they can choose to use ConnectMD's managed VPN services. ConnectMD offers two different VPN options: Remote Access and Site-to-Site.

- **Remote Access:** VPNs for individual host and or users to connect back to the Maniilaq Association network is a secure solution offering the remote user easy access to the network.
- **Site-to-Site VPNs:** These secure tunnels require additional hardware on site and are managed and monitored by the ConnectMD technical services staff. Site-to-Site networks are typically built between health service providers and health care providers' networks when hosts need to transfer data back and forth across unprotected public networks. Site-to-Site VPNs ensure that the data is encrypted as it traverses the Internet.

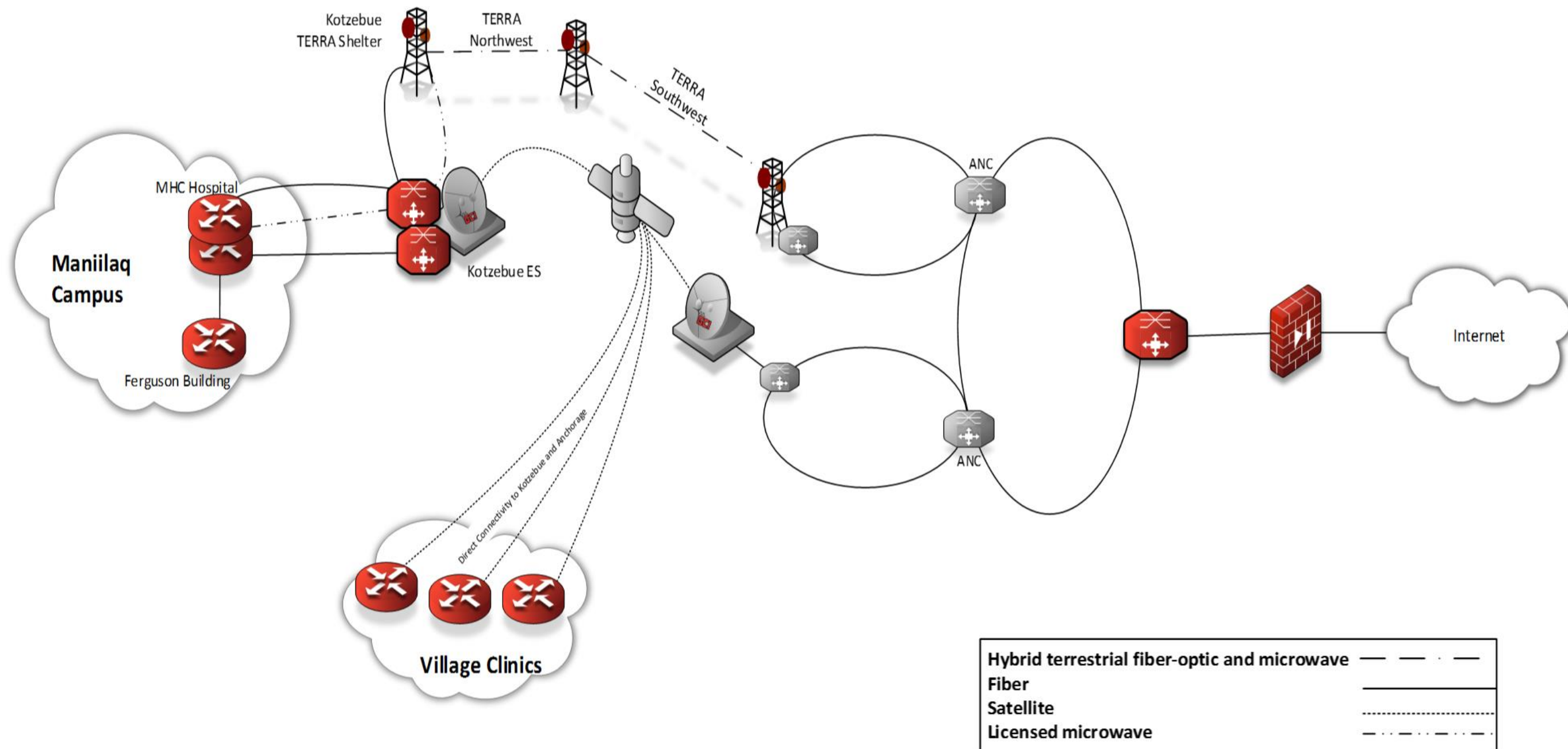
NETWORK MAP



Date:	October 29 th 2014
Version:	1.0
Sales Engineer:	J. Haupt

Proprietary & Confidential

High Availability Design



Date:	October 29 th 2014
Version:	1.0
Sales Engineer:	J. Haupt

Design with Interim Satellite Connection

Proprietary & Confidential



Technical Support Services

ConnectMD offers comprehensive, dependable 24x7 technical support services. A key element in supporting our customers is our comprehensive tiered support approach. ConnectMD provides proactive monitoring, management, and escalations for any incident that may arise on our services and infrastructure. Our comprehensive service and support capabilities include:

- Single point-of-contact 24x7 for all incidents, work requests, and questions (1-855-770-3024)
- A ticket and workflow tracking system with a ticket number assigned and provided on the first call
- 24x7 Service Desk support
- 24x7 remote technical support for troubleshooting assistance
- 24-hour shipment of components to replace identified failed components
- Network monitoring tools available via a web portal

CUSTOMER PORTAL

As part of our commitment to you, ConnectMD offers information about the performance, errors, utilization, and other statistics from our service network. This information is gathered into easy-to-read graphs and charts and made available through the Customer Portal. Additionally, we can provide comprehensive back-end trends and analysis, allowing you to view information such as availability, over-time utilization, network health, and a variety of other information. This information is available through automatically generated reports or upon request from the Service Desk.

ConnectMD provides our customers with the ability to view their network services status and availability through a web interface that includes documentation and self-support information. This provides your technical staff with a comprehensive, single point to view the status and utilization of your current services, check on open trouble tickets, submit feature requests, and provide feedback on services. This system allows ConnectMD and customer staff to monitor key performance, service quality, and issue resolution indicators.

SERVICE DESK SUPPORT AND MONITORING

Single Point-of-Contact for Trouble Support: 1-855-770-3024

The ConnectMD Service Desk has a staff dedicated to supporting the specific technical needs of health clients. These staff members have in-depth knowledge of customers' infrastructures, applications, and specific industries. The Service Desk provides primary support and a GCI technical staff member will always answer this number. After standard hours, GCI Customer Network Control Center (CNCC) will answer this number and provide initial phone response and, as appropriate, escalation to the on-call ConnectMD technicians.

Network Monitoring and Incident Resolution

ConnectMD services include proactive 24x7 monitoring and escalation for any incident. The Service Desk owns, tracks, and manages incidents through resolution and closure, providing customers with regular status updates throughout the process. The Service Desk coordinates with all other ConnectMD departments as needed, dispatching technicians to investigate and resolve issues, as appropriate. ConnectMD will also coordinate with other groups such as local exchanges carriers, equipment vendors, and partners.

Incident/Problem Reporting and Analysis Process

If an incident/problem is reported, the Service Desk will:

- Log the problem and provide a ticket number to the customer
- Analyze the problem and take appropriate corrective actions to restore the network and services to normal operations
- Advise the customer of status on a regular basis
- Advise the customer upon resolution including the reason for the outage
- Follow up with the customer to ensure the problem was resolved to the customer's satisfaction

Escalation Procedure

- When an event reaches an escalation point, the Service Desk Manager will send escalation notifications and action requests according to the table below:

Priority Level	Priority Definition	Coverage Level	Notification	Target Resolution Time
Priority 1	Total service outage Significant service degradation Customer requested escalation	24x7	Immediate notification: Service Desk, Customer IT staff, Service & Support Manager, Technical Services Manager, Program Manager Secondary: Executive Management	0-5 Hours
Priority 2	Slow network performance Network or other errors causing service degradation Customer requested escalation	24x7	Immediate notification: Service Desk, Customer IT staff Secondary: Service & Support Manager, Technical Services Manager, Program Manager	24 Hours
Priority 3	Move, Add, or Change at Customer work request	24x7	Immediate notification: Service Desk, Customer IT staff Secondary: Service & Support Manager, Technical Services Manager, Program Manager	TBD with Customer

- Customer CIO or other designated staff will receive regular updates on incident/problem resolution status
- Service Desk staff has discretion to escalate action if warranted, and the customer may request additional attention to a particular issue. Below is a list of our key escalation points of contact:
 - Tier I – ConnectMD Service Desk – Initial Trouble Reporting, Triage, and Event Monitoring
 - Toll-free at 855-770-3024
 - Tier II – Manager, Service Support– Manuel Hernandez
 - Office – 907-868-6368
 - Mobile – 907-230-8252
 - Email – mhernandez@gci.com
 - Tier III – Senior Manager, Technical Services – Robert Ortolano
 - Office – 907-334-3611
 - Mobile – 907-538-3488
 - Email – rortolano@gci.com
 - Tier IV – Director, Technical Services Management – Van Brollini
 - Office – 907-868-5852
 - Mobile – 907-444-8057
 - Email – vbrollini@gci.com
 - Tier IV – Director, Telehealth – Robert Taylor
 - Office – 907-868-0637
 - Mobile – 907-529-8111
 - Email – robert.taylor@gci.com



USF Qualifications and Experience

PROOF OF USAC ELIGIBILITY

Service Provider Identification Number 143001199

GCI is a documented service provider with the Universal Service Administrative Company (USAC) and has been since the first year of the program. Our service provider identification number (SPIN) is 143001199. We have a Service Provider Information Form, FCC Form 498, on file with USAC. In addition, GCI's FCC Form 473, Service Provider Annual Certification Form is on file for 2014.

USF STAFF

Ariel Burr, Universal Service Fund Manager, Managed Broadband Services, aburr@gci.com

Responsibilities: Ariel Burr manages the accounts of customers who are eligible to participate in the Universal Service Fund (USF) support mechanisms, including Rural Health Care's Telecommunications Program and Healthcare Connect Fund, as well as the Schools and Libraries Division's E-Rate Program.

Experience: Ariel maintains the data management system and the custom billing processes used by GCI to support its schools, libraries, and rural healthcare customers. Ariel regularly attends USAC-sponsored training workshops. Ariel works with more than 100 school districts and healthcare organizations in Alaska and the Pacific Northwest, helping applicants get the USF support they need. Ariel has a Bachelor of Arts in International Studies and Dual Languages from the University of Alaska Anchorage, and is currently pursuing an MBA in Information and Communication Technology from Alaska Pacific University.



Pricing: 5-Year Term

Service	Bandwidth	MRC	NRC
MPLS Terrestrial Service	60 Mbps	\$ 383,040.00	\$ 0.00
	80 Mbps	\$ 510,720.00	\$ 0.00
	100 Mbps	\$ 638,400.00	\$ 0.00
MPLS Satellite Service	30 Mbps	\$ 105,000.00	\$ 0.00
	Per Mbps	\$ 3,500.00	\$ 0.00
ConnectMD Internet Service	Per Mbps	\$ 25.00	\$ 0.00
Managed Video & Bridging Service	Up to 30 Endpoints	\$ 5,000.00	\$ 0.00

URBAN RATES

The table below lists the “Urban Rates,” or out-of-pocket costs, for MPLS services. This chart is published by the Alaska Regulatory Commission and the web address for this document is:

http://rca.alaska.gov/RCAWeb/Documents/Telecomm/RHCS/RHCS_FY2014.pdf

Speed	Recurring Charge
128 Kbps	\$120.00
256 Kbps	\$120.00
384 Kbps	\$120.00
512 Kbps	\$120.00
768 Kbps	\$120.00
1 Mbps	\$128.00
1.5 Mbps	\$135.00
2 Mbps	\$140.00
3 Mbps	\$196.00
4 Mbps	\$212.00
5 Mbps	\$232.00
6 Mbps	\$252.00
7 Mbps	\$264.00
8 Mbps	\$272.00
9 Mbps	\$284.00
10 Mbps	\$300.00
15 Mbps	\$394.00
20 Mbps	\$460.00
25 Mbps	\$500.00
30 Mbps	\$540.00
35 Mbps	\$572.00
40 Mbps	\$600.00
50 Mbps	\$638.00
60 Mbps	\$660.00
80 Mbps	\$688.00
100 Mbps	\$700.00
200 Mbps	\$1,340.00
300 Mbps	\$1,950.00
400 Mbps	\$2,500.00
500 Mbps	\$3,025.00
600 Mbps	\$3,480.00
800 Mbps	\$4,320.00
1 Gbps	\$5,000.00

Appendix

STAFF QUALIFICATIONS AND EXPERIENCE

GCI has a proven record of accomplishment with healthcare organizations throughout Alaska delivering services similar to those included in this proposal.

In addition to the service delivery team listed below, customers have access to the largest medical network in Alaska and the Pacific Northwest. This management team includes senior medical information managers, administrators, and a registered nurse is supported by senior network and video engineers. A technical support, design, and implementation team of more than 220 additional technical employees back this team of professionals.

Staff Member Name	Joe Furrer
Position in the Company	Telehealth, Senior Program Manager

Education and Certifications B.S. in Business Administration, M.S. in Project Management

Technical Skills and Qualifications



As Program Manager of Telehealth Services in Alaska, Joseph Furrer brings a wide variety of health care administration experience to Managed Broadband Services. His more than 29 years of experience includes practice in health IT, resource management, and patient services and demonstrates his commitment to improving the quality and delivery of healthcare through information technology. Immediately prior to joining Managed Broadband Services, Joe was the Project Manager for the \$12 million state-wide health information exchange project at Alaska e-Health Network. Joe has a B.S. in Business Administration from the University of Maryland and an M.S. in Project Management from the University of Alaska, Anchorage.

Staff Member Name	John Haupt
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Position in the Company	Sales Engineer
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Education and Certifications	B.S. in Leadership and Organization Behavior from Northwestern University
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Technical Skills and Qualifications



John Haupt provides over 14 years of telecommunication service provider experience and has held a number of positions ranging from support, implementation, and the design of various LAN/WAN solutions for international and domestic corporations. John leverages his extensive telecom background to design LAN/WAN solutions based on customer requirements and GCI's product portfolio. John has a B.S. degree in Leadership and Organization Behavior from Northwestern University and holds numerous industry certifications.

Staff Member Name	Art Behm
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Position in the Company	Senior Account Manager
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Education and Certifications	M.S. in Telecommunications Management from Alaska Pacific University and a B.S. from Michigan State in Business Administration
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Technical Skills and Qualifications



Arthur Behm has represented the sales side of GCI ConnectMD since the program's inception and is very knowledgeable of the needs and concerns of rural Alaskans. Art has more than 25 years of telecommunications experience, all in Alaska. Art has represented major telephone interconnect companies and satellite equipment manufacturers in Alaska and spent the past 21 years with GCI in several positions focused on data networking and, most recently, in rural services.

ATTACHMENT 4



September 2, 2014

Mr. Eugene Smith
Manillaq Medical Center
PO Box 43
Kotzebue, AK 99752

RE: RHC # 10810 - 9-2-14

Dear Mr. Smith:

In response to the posting your organization recently published on the FCC/USAC website, EarthLink Business would like to share with you how we can be an effective partner and resource for your IT services beyond basic network connectivity.

Alan Tumey and I are your sales contacts for any pricing questions. Ann Cole and Scott Leslie, Sales Support Engineers, will assist you with any detailed technical issues that may arise. Susan Corley and Dolly Rodgers are our Customer Relationship Managers who will work with you on setting up the account, billing pre- and post-install, and any other related questions or issues. The contact information for each is on the following account support document. Be assured that these individuals are experienced and competent personnel who are eager to assist you with any issues or questions you may have.

EarthLink Business is a nationwide supplier of IT Solutions, Security and Connectivity to business and industry including healthcare. EarthLink also provides network and server management, HIPAA security assessments, managed services in end-user support, and hosted Collaboration Suite for email and server virtualization.

EarthLink can be more than just a telecom provider for your support and growth. We are an authorized RHC and Erate provider and our SPIN number is on the following support page. Please review the enclosed material for more information on our services or visit our website at www.earthlinkbusiness.com

Thank you and we look forward to working with you soon!

Sincerely,

Russell Jewell
Senior Acct Rep

Alan Tumey
Senior Acct Rep

**EarthLink Business
Account Support Team**

RHC Spin # 143001196

Sales

Russell Jewell, Senior Account Rep
4000 Faber Place Drive, Suite 330
N Charleston SC 29405
843-576-3424 office
russell.jewell@corp.earthlink.com

Alan Tumey, Senior Account Rep
1401 Main Street, Suite 700
Columbia SC 29201
803-217-3059 office
alan.tumey@corp.earthlink.com

Engineering

Ann Cole
1401 Main Street, Suite 700
Columbia SC 29201
803-217-3614 office
ann.cole@corp.earthlink.com

Scott Leslie
1401 Main Street, Suite 700
Columbia SC 29201
803-217-0928 office
scott.leslie@corp.earthlink.com

Account Management

Susan Corley
1401 Main Street, Suite 700
Columbia SC 29201
803-365-0048 office
scorley@corp.eathlink.com

Dolly Rodgers
1401 Main Street, Suite 700
Columbia SC 29201
803-217-3611 office
dolly.rodgers@corp.earthlink.com

Branch Manager

Cam Beckum
1401 Main Street, Suite 700
Columbia SC 29201
803-217-3604 office
cam.beckum@corp.earthlink.com

EarthLink at a glance

EarthLink, Inc. (NASDAQ: ELNK) is a leading IT services, network and communications provider to more than 150,000 businesses and over one million consumers nationwide. Founded in 1994, the company's award-winning reputation for both outstanding service and product innovation is supported by an experienced team of professionals focused on best-in-class customer care. EarthLink empowers customers with managed services including cloud computing, managed and private cloud, and virtualization services such as managed hosting and cloud workspace. EarthLink also offers a robust portfolio of IT security, application hosting, colocation and IT support services. The company operates an extensive network spanning 28,800 fiber route miles with 90 metro fiber rings and 4 secure data centers providing ubiquitous nationwide data and voice IP service coverage across more than 90 percent of the country.

FINANCIAL STRENGTH

EarthLink is a profitable company generating significant unlevered free cash flow with one of the lowest debt structures in the industry. With annual revenues of \$1.3 billion and \$258 million in cash and marketable securities on the balance sheet* (as of 6/30/12), EarthLink's financial strength sets it apart in the marketplace and is a key, strategic advantage for our customers.

OUR MISSION

Anytime, anywhere, EarthLink keeps customers connected and empowered. Our leading-edge managed IT services, network, and communications services deliver the superior and secure experience our customers value and trust.

KEY STATS AND FACTS

Customers 1.4 million customer relationships

Revenue \$1.3 billion (annualized)

Employees 3,120

Founded 1994

Headquarters Atlanta, GA

EARTHLINK DIVISIONS

EarthLink Business® Managed IT services including cloud computing, managed and private cloud; virtualization services such as managed hosting and cloud workspace; IT security, application hosting, colocation and IT support services; nationwide voice and data services; equipment, conferencing, mobile and bundled solutions

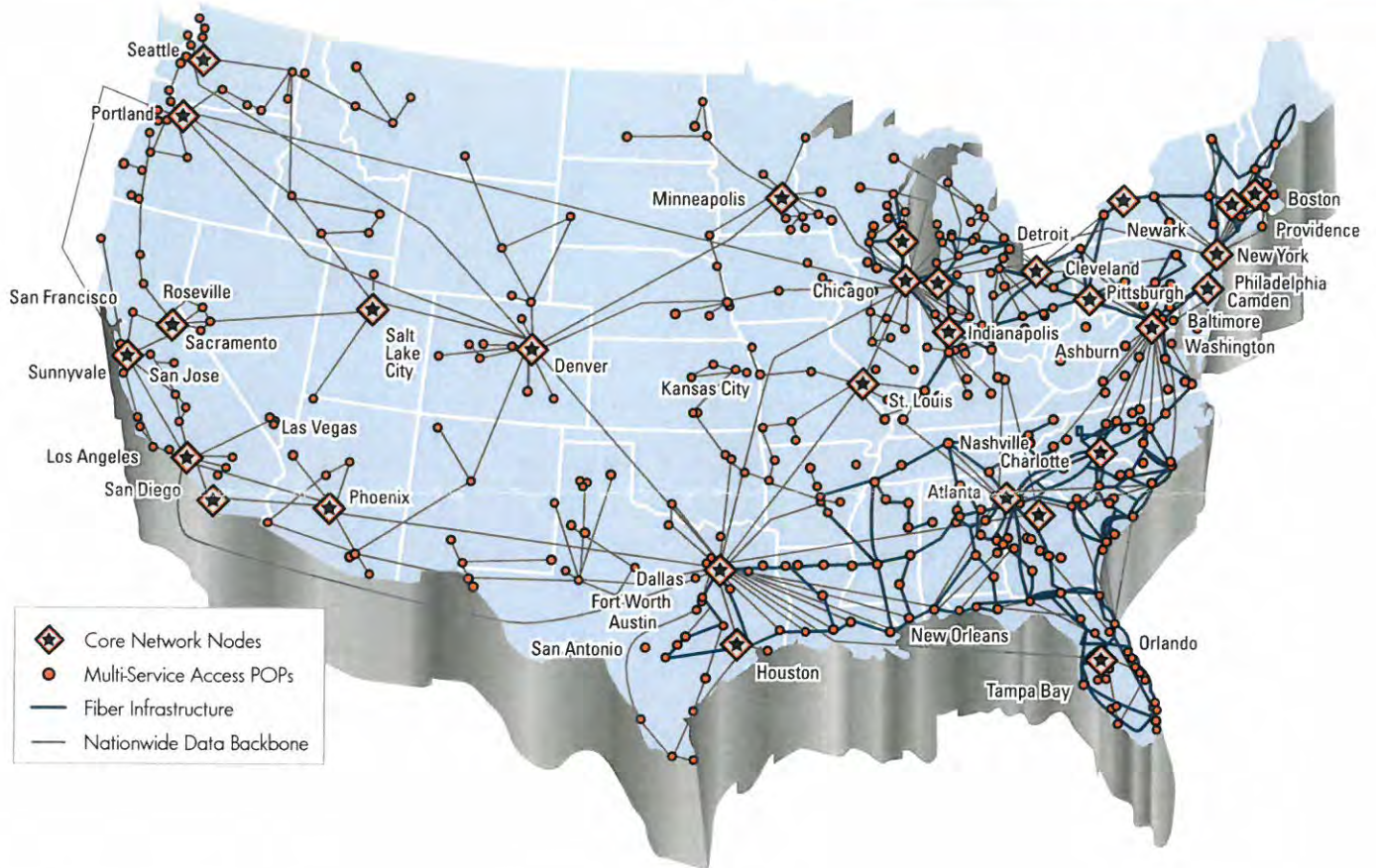
EarthLink Carrier™ Carrier Voice, Transport, Wholesale Solutions

EarthLink Consumer Internet Access, Web Hosting, Email, Value Added Services



*Pro-forma for convert redemption

NATIONWIDE IP NETWORK



NETWORK STATISTICS

- :: 28,800 route fiber miles
- :: 1,415 LEC colocations
- :: 90 metro fiber markets in 25 states
- :: 56 voice and data switches
- :: 4 secure data centers
- :: Ubiquitous IP coverage to 90% of the U.S.
- :: Nationwide IP footprint
- :: Access Agnostic Connectivity: T-1, DS3, DSL, Ethernet, Wireless

THE EARTHLINK EXPERIENCE

Customer service excellence is a core value at EarthLink. Reliable service and a personalized experience customers can trust have earned EarthLink an award-winning reputation. We support customers and monitor our network 24 hours a day, 7 days a week, providing peace of mind and rapid resolution. Our highly-trained teams are staffed with knowledgeable professionals and responsive, skilled technical consultants and account managers. EarthLink's state-of-the-art Network Operations Center (NOC) provides proactive network monitoring and fault resolution 24x7.

EarthLink's myLink™ customer control point unlocks a wealth of self-service account management, support, billing, reporting and service management features. With one-click navigation, this secure, centralized customer touch point is an on-demand gateway to client accounts. A video demo highlighting myLink's major features is available via earthlinkbusiness.com.



For more information visit us at www.earthlink.com

IT Operations & Security Assessment Topics

The following is a list of the areas that are covered in our typical IT Operations & Security Assessment:

Physical Security

- IT Department Access Controls
- Computer Room Access Controls
- Equipment Racks
- Electric Power
- Environmental Monitoring and Controls
- Fire Protection
- Network Cable Infrastructure
- Video Surveillance
- Document Disposal
- Obsolete Hard Drive and Media Disposal

Logical Security

- User Accounts
- Time Based Logon Restrictions
- Legal Information Logon Banners
- Last Logged In User Name
- Administrator Accounts
- Password Protected Screensavers
- Password Management Policy
- Account Lockout Policy

Servers and PCs

- Windows Servers and PCs
- Server and PC Inventory
- Software Licenses
- Patch Management Practices
- Security Event Logs
- Server and PC Configuration Change Management Practices
- Questionable Services
- Shared Hard Drives (Open Shares)
- Laptop & Remote User & Device Security

Network Infrastructure

- Network Documentation
- Maintenance and Support of Network Devices
- Remote Management of Network Devices
- Core Network Device Redundancy
- Network Switch and Firewall Security
- Network Configuration Change Management Practices
- Internet Connectivity
- Remote Access for End Users

IT Security Policies/Procedures/Practices

- IT Security Policy
- Acceptable Use Policy for IT Assets
- Acceptable Use Policy for Email
- Acceptable Use Policy for Internet Access
- Handheld Device Support Policy
- Business Continuity & Disaster Recovery Plan (BCDR)
- Emergency Evacuation Plan
- Strategic Plan
- CapEx and OpEx Budgets
- Goals and Objectives
- Alignment with Corporate Goals and Objectives
- Staffing Review

Internal Vulnerability Scanning

- End User Network Login Credentials
- Administrator Network Login Credential
- Server Patch Levels
- Server Security Event Log Settings
- Password Management Policy
- TCP/UDP Port Vulnerabilities

External Penetration Testing

- Brute Force Attack Vulnerabilities
- Man-in-the Middle Attack Vulnerabilities
- Cross-Site Scripting Attack Vulnerabilities
- Denial of Service Attack Vulnerabilities
- SQL Injection Attack Vulnerabilities
- TCP/UDP Open Port Vulnerabilities

File Backup and Recovery

- File Backup Procedures
- File Recovery Procedures
- Offsite Storage of Backup Files
- Backup File Retention Periods
- Testing Health of Backup Media

Wireless Security

- Identification of Wireless Access Points
- Rogue Wireless Access Points
- Wireless Access Point Authentication
- Wireless Access Point Encryption

Virus, Spyware, Spam and Intrusion Detection/Prevention

- Anti-Virus/Anti-Spyware Protection
- Email Spam and Content Filtering
- Internet Content Filtering
- Intrusion Detection/Prevention

Social Engineering

- Social Engineering Threats
- Spoofed Email Threats
- IT Security Awareness

Software Development and Maintenance

- Mission-Critical Applications
- IT Support Responsibilities
- Test and Production Environments
- Software Application Change and Update Procedures

Children's Hospital of Wisconsin Trims Help Desk Costs Substantially

Trusting After-Hours Service to EarthLink TechCare Enhances 24/7 Customer Care

"We were tenuous about moving our help desk but we took a leap of faith based on our interactions and history with the EarthLink staff and haven't been disappointed. EarthLink TechCare Analysts keep pace with our in-house team and get just as much positive feedback from customers."

—Jen Ehlers
IS Service Center Manager, Children's Hospital of Wisconsin



Challenges

The hospital needed to rein in the cost and management challenges of its after-hours help desk, but with more than 200 mostly custom medical applications to support, it doubted that an external team could do the job.

Solution

CHW's longstanding, positive relationship with EarthLink for network services opened the door to talks with EarthLink about their TechCare solution. The experienced Technical Analysts and major cost savings "sealed the deal."

Results

- **Lower costs** — The hospital reduces its help desk costs substantially.
- **Consistent service delivery** — The TechCare team supports approximately 200 CHW applications and maintains the same quality of service as the in-house, daytime group.
- **More detailed reporting** — The IS Service Center Manager is kept informed of the team's activities and the actions taken via detailed reports.



Business Challenges

When you run a high-stakes IT help desk for a children's hospital, it's tough to consider trusting it to someone else. But the increasing costs and management challenges of operating its after-hours help desk led Children's Hospital of Wisconsin (CHW) to look for another option.

Jen Ehlers, IS Service Center Manager, leads the 24/7 help desk serving 5,000 employees at CHW. The hospital network sees thousands of children in Wisconsin, Northern Illinois and in Michigan's Upper Peninsula through its hospitals, clinics and in-school nurses. CHW is consistently ranked among the top 10 children's hospitals nationwide.

The dedicated caregivers at CHW depend on a sophisticated technology infrastructure to diagnose and treat young patients. The electronic medical records application is tapped for every patient interaction, and caregivers rely on critical systems for needs such as radiology and prescriptions.

The CHW help desk, like the hospital, never closes. Overnight calls, though they may come hours apart, can be just as critical as daytime calls.

The cost of staffing the help desk on nights and weekends added up. CHW paid double time, and at times, on-call pay for the third shift. The hospital needed at least two people there at all times.

Outsourcing the help desk looked very attractive, but hospital management had serious doubts that an outside team could learn and support the hospital's more than 200 applications, most of which are custom.

"We provide customized service for practically every customer and we have a huge knowledge base to follow. We have no margin for error," said Jen Ehlers.

The Solution

CHW meticulously evaluated service providers to take over the after-hours service. Ehlers asked countless questions and toured facilities before choosing EarthLink's TechCare. The fact that CHW already had a positive experience with EarthLink for network and voice services made the difference. With EarthLink network services, the hospital saves a significant amount annually.

Why Children's Hospital of Wisconsin Selected EarthLink Business

"Visiting EarthLink's New York site sealed the deal. We saw the professionals and their dedication. Most have 15-20 years of experience."

"TechCare gets our customer service vision - we don't want our customers waiting."

CHW would also reduce its costs with TechCare, as well as maintain its high service levels.

"We chose EarthLink because of the relationship and trust level we had with the company and our account executive," Ehlers said. "Visiting EarthLink's New York site sealed the deal. We saw the professionals and their dedication. Most have 15-20 years of experience."

TechCare provides customized IT care for end users in a fully managed help desk solution. EarthLink plugs right into CHW's help desk workflow and knowledge base, even using the hospital's existing help desk applications.

For the transition, CHW's TechCare manager spent an intensive week learning as much as possible before returning to train his staff over several weeks. "When you look back on it, it was quite a phenomenal feat," Ehlers said. "We provided meticulous documentation and we all worked together to improve our shared knowledge. TechCare ramped up very quickly."

The TechCare team covers CHW's help desk from 7 p.m. to 7 a.m. daily and throughout the weekend. As requested, analysts follow the hospital's detailed knowledge base, and one that TechCare created to supplement it.

"TechCare analysts consult the knowledge base on every call and follow it to a T," Ehlers said. "That's a big priority for us. They also reach out appropriately and independently to the second tier."

But what most impresses Ehlers is that TechCare analysts resolve issues for so many applications that they have never even seen in person, including complex applications used for critical care situations.

The TechCare team provides detailed daily reports on call volume, open tickets and talk time that keep management continuously aware of after-hours activity. Now, they're in the process of setting up dashboards so everyone has a real-time view.

Positioned for the Future

EarthLink TechCare serves as a seamless part of CHW's own help desk, helping alleviate the after-hours service while keeping costs down.

"We honestly had doubts about moving our help desk but we took a leap of faith and haven't been disappointed," Ehlers said. "TechCare Analysts have told us that we are one of the most customized groups they have ever worked with, but they keep pace with our in-house team and get just as much positive feedback from customers. Our service is much better now."

With the move, CHW reduced its help desk staffing costs substantially. Moreover, TechCare gives Ehlers, as manager of the help desk, much-needed peace of mind during nights and weekends.

Ehlers values her longstanding relationship with EarthLink and her account executive in particular.

"I would say that EarthLink is one of the only vendors from which I don't dread a call," she said. "It's a good, professional relationship. I trust my account executive as much as I can trust anyone. When she says she'll deliver, she always follows through."

ATTACHMENT 5

DECLARATION OF WARREN WHITMORE

1. My name is Warren Whitmore. I was Director of Health Information Technology (“IT”) at the Maniilaq Association (“Maniilaq”) from October 2009 to September 2018. Since January 2019, I have worked at Maniilaq as an accounting technician.

2. In my role as Director of Health IT, I helped identify the services and technologies that were needed for Maniilaq to fulfill its health care mission. I did so when I helped evaluate information that was received by Maniilaq in response to an FCC Form 465 that it posted in 2014 seeking telecommunications services for the Maniilaq Medical Center under the Federal Universal Service Fund’s Rural Health Care (“RHC”) Program. That FCC Form 465 ultimately led to a 2015 contract between Maniilaq and GCI Communication Corp. (“GCI”).

3. When Maniilaq posted that FCC Form 465 in 2014, Maniilaq received a bid from GCI and an eight-page informational document from EarthLink. The first page of the EarthLink document was a cover letter; the second page identified EarthLink’s account support team; and the remaining six pages, titled “EarthLink at a glance,” consisted of a generic brochure that made no mention of Alaska. The document also did not contain any technical details or price terms.


4. Because the document Maniilaq received from EarthLink did not address any of the services that Maniilaq indicated it was seeking in its FCC Form 465, I arranged to speak with a representative of EarthLink to seek clarification. On January 28, 2015, I spoke with Russell Jewell, a Senior Account Representative at EarthLink. I described to Mr. Jewell where Maniilaq is located and the types of services needed. I asked him whether EarthLink had a service module in our region, and he confirmed that the company did not offer any services in the region. He explained that, to develop the capability to provide telecommunications services in Northwest Alaska, EarthLink would have to engage in extensive research and build out its network. It was

clear to me from our conversation did that EarthLink did not have any plans to do that, and by the end of our conversation we agreed that EarthLink would not be able to provide Maniilaq the services it had indicated it was seeking in its FCC Form 465.

5. In light of the paucity of detail in the eight-page document and my conversation with Mr. Jewell, I understood EarthLink's submission to be nothing more than an informational document, not a bid for services. Even as an informational document, EarthLink's submission was meaningless to Maniilaq. It contained no information about the provision of service in Alaska, it contained no technical detail or price terms, and even the network map it included covered only the Lower 48 states.

6. After speaking with Mr. Jewell, I described my conversation to Christina Hensley, Maniilaq's interim Chief Information Officer during that time. She agreed that there was no reason for Maniilaq to consider EarthLink's submission, and she promptly drafted a memorandum to the President of Maniilaq recommending that Maniilaq select GCI, the only service provider that responded properly to the FCC Form 465 we posted.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief, formed after reasonable inquiry.



Warren Whitmore

Date: June ^{6/29/2019}____, 2019

ATTACHMENT 6

Kahn, Brooke

From: Warren Whitmore <warren.whitmore@maniilaq.org>
Sent: Wednesday, January 28, 2015 4:43 PM
To: Christina Hensley; Elizabeth Hensley
Subject: EarthLink Proposal Analysis letter Jan 28th
Attachments: EarthLink Proposal Analysis letter Jan 28th.docx

Good morning,

Here is the response to EarthLink's proposal. I called Russell Jewel, one of the names on their letter, and talked to him this morning.

I did not see Alaska on the their US service chart, so I wanted to know if they had a presence in Alaska, and what, if any was there service module to our region. Mr. Jewell indicated that they do not have any services in the region and they would need to do the research, build out, etc that necessary to have presence in the region.

We both agreed that EarthLink could not help us at this time.

Change what you need to of course.

Warren

Warren C. Whitmore | Director, Health Information Technology
Information Technology | Maniilaq Association | 436 5th Avenue |
Kotzebue, Alaska 99752 | 907-442-7444 direct | 907-385-7690 cell
907-442-7446 Rapid Response Team
warren.whitmore@maniilaq.org


*Let us believe neither half of the good people tell us of ourselves, nor half of the evil they say of others.
J. Petit Senn*

Confidentiality Note: This e-mail is intended only for the person or entity to which it is addressed and may contain information that is privileged, confidential or otherwise protected from disclosure. Dissemination, distribution or copying of this e-mail or the information herein by anyone other than the intended recipient, or an employee or agent responsible for delivering the message to the intended recipient, is prohibited. If you have received this e-mail in error, please advise the sender by reply e-mail to warren.whitmore@maniilaq.org and destroy the original message and all copies.

Everyone's **H**elp **R**equired

ATTACHMENT 7

INTEROFFICE MEMORANDUM

TO: TIMOTHY SCHUERCH, PRESIDENT/CEO
FROM: CHRISTINA HENSLEY, INTERIM CIO 
SUBJECT: RHC # 108010
DATE: JANUARY 28, 2015
CC: ELIZABETH HENSLEY, GENERAL COUNSEL

A review of the FCC Form 465 was conducted following with the evaluation of bids received. Maniilaq Association had received (2) two bids, one from EarthLink Business, and the other from GCI Communications Corp.

This review process has taken some time due to the changes in Administration within the Information Technology (IT) department, and I want to thank you for your patience and allowing us enough time to do a thorough appraisal.

Here is a brief analysis of each bid for your information and how we have come to our recommendation:

EarthLink's proposal, dated September 2, 2014, was reviewed and analyzed against our service request. Unfortunately, their capabilities and services are not a match for our requested terrestrial services at this time. To further investigate what EarthLink can offer a telephone discussion between Warren Whitmore, Maniilaq Health Information Technology Director, and Russell Jewell, EarthLink Senior Account Rep. was held where Mr. Jewell elaborated on what their current services are. The outcome of this was that an extensive research and build out would be necessary by EarthLink before their company could provide terrestrial services to our region.

GCI Communications Corp. proposal, dated November 6, 2014, was reviewed and analyzed against our service request. GCI's ability to support the quality of connection needed via terrestrial services for Maniilaq Medical Center are more in line with our vision of a next-generation terrestrial communications network for Maniilaq's service areas.

It is with great pleasure that our IT department is recommending GCI Communications Corp. to you as our successor in the RHC #108010 bid for Terrestrial Services for Maniilaq Medical Center.

We sincerely thank you for your time and continued support.

Quyaana!

ATTACHMENT 8

GCI Communication Corp
USAC SPIN 143001199
FCCRN 0001-5688-80

2550 Denali Street, Suite 1000
Anchorage, Alaska 99503
907-868-5600



GCI Medical Services Agreement HC-424

GCI Communication Corp., an Alaska corporation ("GCI") will provide and Maniilaq Association ("Customer") will take the Service(s) described below. This Services Agreement and the following GCI Medical Services Terms and Conditions are referred to collectively as the "Agreement." This Agreement sets forth the specific pricing for the service(s) GCI will provide to the Customer (collectively, "Pricing")

This Agreement supersedes GCI Medical Services Agreement HC-311 for the services in HC-311 that have been replaced by services under this Agreement

Service	Qty	Unit Price		Extended Price	
		Install	Monthly	Install	Monthly
Kotzebue - Maniilaq Medical Center to CMD Core					
60 Mbps Terrestrial MPLS Service	1	0.00	383,040.00	0.00	383,040.00
30 Mbps Satellite MPLS Service	1	0.00	105,000.00	0.00	105,000.00
Totals				\$0.00	\$488,040.00

Customer Authorized Agent/Representative acknowledges the attached terms and conditions for the services listed above and agrees to pay for all itemized charges on a five (5) year term. This contract is contingent upon yearly funding commitments by the Rural Health Care Division (RHCD) of Universal Service Administrative Company (USAC); provided, however, if funding is terminated at any time due to noneligibility or noncompliance that is due to the fault of the customer, then customer shall remain liable for all charges. A detailed description of Service locations is found in Exhibit A. Billing will commence immediately following Customer Acceptance Date.

Maniilaq Association

Authorized Customer Signature

Printed Name and Title

Contract Date

GCI Communication Corp.

Authorized GCI Signature

Martin Cary, VP/GM Managed Broadband Services

Printed Name and Title

February 25, 2015

Date Signed

GCI Medical Services Terms and Conditions

1. Charges.

- 1.1. Customer agrees to pay all applicable charges for transport and services ("Services") ordered on the Service Agreement. Charges shall be invoiced monthly in arrears and shall be payable within thirty (30) days from the billing date and will be considered delinquent after the thirty-first (31) day. Delinquent bills shall be assessed a 0.875% service charge per month. Bills not paid within thirty (30) days of the delinquent date (sixty [60] days from the billing date) shall be cause, in GCI's sole discretion, for termination of Services. GCI may discontinue Services without liability for Customer's non-payment of any sum delinquent more than thirty (30) days. In addition, termination of Services under these circumstances does not relieve Customer of the obligation to pay for said past due amounts, plus the service charges, or other obligations that may exist under any applicable agreements. Applicable State and Federal taxes will be passed through as the responsibility of Customer.
- 1.2. Installation charges as defined in the Service Agreement cover all normal installation expenses incurred to install and terminate the circuit on the GCI provided demarcation equipment at Customer's premises. It does not include the following items, which shall be separately invoiced:
 - 1.2.1. Any additional non-tariff local loop installation requested by Customer including any additional time or materials that may be required to extend the circuit from the Local Exchange Carrier termination point to the physical location where the demarcation equipment will be installed.
 - 1.2.2. Any additional costs for equipment that may be required by Customer that goes above and beyond the standard GCI provided demarcation equipment.
 - 1.2.3. Any travel and accommodation costs for technicians to/from the Service termination point in locations where applicable.
- 1.3. Customer will be billed a prorated share of all applicable charges for connections installed, terminated or re-configured during the course of a monthly billing cycle.
- 1.4. The Service charges begins (a) when GCI's Service has been fully installed and tested, (b) Customer has given GCI its acknowledgement of service installation and testing, and (c) the Service is available for Customer use, regardless of the status of Customer-owned equipment.
 - 1.4.1. Customer acknowledgement of service installation and testing may be in the form of a completed and returned Customer Acceptance Form ("CAF"), an email from Customer, or in the use of the Service.
 - 1.4.2. Customer shall not unreasonably withhold acknowledgement of service installation and testing.
 - 1.4.3. Customer must respond in writing within ten (10) business days to a CAF if Customer believes the Service installation and tested date(s) are not accurate. Any CAF not returned within ten (10) business days shall be considered Customer acceptance of the Service documented on the CAF.
- 1.5. Customer will receive discounts by committing individual connections to extended service terms (where available). Term discounts are applied on the effective charges after applying all utilization and connection cost-based discounts and surcharges. Term discounts shall not apply to any non-GCI facility charges.

2. Re-Configuration & Upgrades/Downgrades.

- 2.1.1. Any changes that require material modifications to the existing service or circuit such as re-location or upgrades/downgrades in circuit capacity may incur additional charges. All changes to the service must be requested either via e-mail or by calling GCI ConnectMD. All changes to the service must also be followed up with a written request.
- 2.1.2. Customer requested changes may include, but are not limited to, movement of existing services to an alternate or newly constructed facility, an increase in data transmission capability, an increase in the number of simultaneous interactive video session available at one location, or a conversion to an alternate available transmission medium. If such Service changes require material modifications to the existing Service or Equipment, there may be additional charges. GCI will present an itemization of such additional charges to Customer for approval prior to implementing any service changes.
- 2.1.3. During the term of this agreement Customer may grow Services to meet expanding needs. Growth options available are:

2.1.3.1. Growth Option 1 Terrestrial MPLS Service

Service	Qty	Unit Price		Extended Price	
		Install	Monthly	Install	Monthly
80 Mbps	1	0.00	510,720.00	0.00	510,720.00
100 Mbps	1	0.00	638,400.00	0.00	638,400.00

2.1.3.2. Growth Option 2 Satellite MPLS Service

Service	Qty	Unit Price		Extended Price	
		Install	Monthly	Install	Monthly
per Additional Mbps	1	0.00	3,500.00	0.00	3,500.00

- 2.1.3.3. Growth Option 3, ConnectMD Internet Access. ConnectMD Internet access is available in 1 Mbps increments up to the maximum capacity of the underlying transport service. Cost per Mbps is the lower of \$25.00 per Mbps, or the best ConnectMD Internet Access per Mbps rate available at the time of request to change.

3. Term and Termination.

- 3.1. The term ("Term") of this Agreement is five (5) years (plus the period from Customer signature date to the end of the Funding year) beginning on Customer signature date (Contract Date) and ending on June 30, 2020
- 3.2. GCI may suspend or terminate Service if Customer materially breaches this Agreement, including failure to pay for any past due amounts for invoiced Services as set forth in Section 1 above, and does not cure such breach within fifteen (15) days of notice; provided, that GCI may terminate immediately without notice (i) in order to prevent damage to or degradation of its Internet network integrity which may be caused by Customer or anyone using Customer's access, (ii) to comply with any law, regulation, court order, or other governmental request order which requires immediate action, or (iii) to protect GCI from legal liability. GCI will endeavor to

give Customer notice regarding the reason(s) for termination as soon as reasonably practicable after such termination.

- 3.3. Early Termination. If Customer's connection is disconnected prior to the end of the Term (defined in Section 3.1 above), Customer will pay an early termination charge equal to fifty (50%) of the remaining Term at the rates in effect at the termination of this Agreement. Early termination charges shall apply in all cases, except the following. If a disconnection occurs for the reasons listed in 3.3.1 to 3.3.6 below, Customer shall not be liable for payment.

3.3.1. Customer may terminate Agreement following the three (3) year anniversary of the contract date without penalty.

3.3.2. If Customer terminates its connection under this Agreement due to a breach of the contract by GCI;

3.3.3. If GCI must disconnect Service to Customer due to any reason not resulting from a breach of the Agreement by Customer; or

3.3.4. If the RHCD funding that supports these services is terminated for any reason other than Customer's non-compliance with the RHCD's required customer filings.

3.3.5. If either Party is listed on the Federal Communication Commission's Red Light Display System for a continuous period of more than ninety (90) days and the other Party chooses to terminate Service. A Party must provide other party written notification of the decision to terminate the Agreement which must be received by the other Party at least thirty (30) days in advance of the requested termination date.

3.3.6. If Customer requests termination of an individual clinic connection due to population losses which force closure of that clinic and provides GCI written notice received at least ninety (90) days in advance of the termination date.

3.3.7. If Customers suffers the loss of a particular clinic due to fire or other natural disaster and provides GCI written notice as soon as possible after the date of the loss.

- 3.4. Customer may request to extend the term of the Agreement for up to 12 months. If GCI agrees to the requested extension, monthly Service charges will be as listed in Pricing. Requests for changes must be in writing in letter or email format and must be received by GCI at least ninety (90) days prior to the requested implementation date. Requests by letter must be sent to the notices address found on the last page of Agreement. Email requests may be sent to mbssupport@gci.com, or to either ConnectMD program management or ConnectMD sales manager if Customer has those addresses available.

4. Rights and Obligations of Customer.

- 4.1. Customer shall at its own expense be responsible for all site preparation activities necessary for installation of the Service. Customer shall give GCI and its suppliers reasonable access to its premises at all reasonable times. Customer shall not use the Service for any purpose which is illegal, unlawful, or harassing, which infringes upon another's intellectual property rights, or which otherwise constitutes network abuse, and Customer shall be responsible for any such misuse of the Service. Customer shall indemnify GCI and its affiliates against any liabilities incurred by them as a result of such misuse. Customer shall be responsible for communicating with its own users of the Service, and for handling all complaints and trouble reports made by such users. Customer must comply with reasonable security procedures and standards with respect to its own routers that interface with the Service. GCI may communicate security issues to Customer from time to time when abuse or misuse is observed or reported by others.

4.2.

In the case of a planned clinic closure under 3.3.5, Customer shall notify GCI in writing no later than sixty (60) days prior to planned date of services termination. Customer shall be responsible for all charges through the planned termination date or sixty (60) days from notification to terminate Services, whichever is later.

4.3. Customer shall be solely responsible for the correct, timely, and accurate filing of all forms required to receive funding for eligible services and ensure timely payments to GCI for Services. Customer may choose to receive pre-discounted billing for those services eligible under the Rural Health Care support mechanism of USAC. Pre-discounting will be based on Customer's application for funding. If Customer chooses pre-discounted billing of eligible services, Customer shall:

4.3.1. Notify GCI in writing of Customer's desire to receive pre-discounted billing,

4.3.2. Complete the required USAC request for funding (FCC Forms 462, Funding Request Form; and Forms 466, Funding Request & Certification Form) for all eligible services within thirty (30) days of service start or application availability for future funding periods.

4.3.3. Provide GCI Managed Broadband Services with copies of all individual forms (FCC Forms 462 and Forms 466) used for its USAC application for funding.

4.3.4. Customers who choose pre-discounted billing but fail to provide GCI with copies of their application for funding will receive full retail billing until such time as GCI receives from Customer proof of application for eligible funding in the form of copies of all FCC Forms 462 and Forms 466 submitted to Rural Health Care.

4.3.5. Complete FCC Forms 463, Invoice and request for Disbursement Form; and Forms 467, Connection Certification Form, within thirty (30) days of receipt of corresponding Funding Commitment Letters. If monthly Forms 463 are to be submitted within a funding year, those forms will be submitted within thirty (30) days of receipt of billing for applicable services.

4.4. If Customer is denied Rural Health Care funding in full or in part and elects to continue to receive the services, or some portion thereof, for which the denied funding was intended, Customer shall be responsible for the full retail value of the services provided. If Customer appeals that Rural Health Care funding denial to USAC or the Federal Communications Commission, Customer agrees either to pay a minimum of 50% of the retail value of the services being provided for which Rural Health Care funding was denied pending the appeal, or to cooperatively develop a payment plan with the GCI ConnectMD program manager within sixty (60) days of the denial notification. If Customer elects to pay a minimum of 50% of the retail value of the services for which Rural Health Care funding was denied pending the appeal, Customer remains responsible for the unpaid percentage of the services provided. Upon receipt of a final administrative body order denying Rural Health Care funding in whole or in part, the balance owed shall be due in full. Customer shall either (a) pay the entire unpaid balance or (b) execute a mutually acceptable written payment plan within thirty (30) days, or GCI may, in its sole discretion, terminate this Agreement and immediately cease rendering services hereunder to Customer. If the final administrative body order restores Rural Health Care funding in whole or in part, credits will be applied to Customer's account in accordance with that funding decision.

5. Equipment and Software. GCI is not responsible for the installation, maintenance, compatibility or performance of any equipment or software not provided by GCI. Customer shall indemnify GCI and its affiliates against any infringement claims arising out of the use of such third party equipment or software with the Service. If such third party equipment or software impairs the Service, Customer remains liable for payment. If such third party equipment is likely to cause hazard or service obstruction, Customer shall eliminate such likelihood at GCI's request. GCI will troubleshoot

difficulties caused by such third party equipment or software at Customer's request, at GCI's then-standard rates. Title to all service equipment provided by GCI under this Agreement shall remain with GCI at all times. If Customer provides any router to interface with the Service, it must cooperate with GCI in configuring and managing such router(s) in order to implement and operate the Service.

6. GCI Obligations; Disclaimer of Warranties

- 6.1. GCI shall provide, operate and maintain the Service, contingent upon (i) GCI's ability to obtain and maintain all necessary regulatory and other licenses or permissions, and (ii) GCI's network capacity and connection availability. Customer understands that, except for certain services specifically identified as GCI Services, GCI does not operate or control the Internet.
- 6.2. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR ITS USE AND ITS USERS' USE OF THE TRANSPORT SERVICES OR THE INTERNET. GCI MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS REGARDING ANY MERCHANDISE, INFORMATION, PRODUCTS OR SERVICES PROVIDED THROUGH THE INTERNET.
- 6.3. The Services provided solely over GCI-owned facilities shall conform to industry standards for engineering and maintenance, and for service interruptions of telecommunications facilities. GCI will employ commercially reasonable efforts in working with third party-owned facilities operators to conform to industry standards for engineering and maintenance, and for service interruptions of telecommunications facilities.
- 6.4. UNDER NO CIRCUMSTANCES SHALL GCI BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS THAT RESULT FROM CUSTOMER'S OR ITS USERS' USE OF OR INABILITY TO ACCESS ANY PART OF THE TRANSPORT SERVICES OR INTERNET OR ITS OR ITS USERS' RELIANCE ON OR USE OF INFORMATION, SERVICE INTERRUPTIONS, LOSS, THEFT, OR DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE.
- 6.5. GCI may monitor the Service and disclose information gained from such monitoring in order to satisfy any law, regulation or other governmental request, to operate the Service and administer GCI's network, or to protect itself or its subscribers. GCI reserves the right to refuse to post or to remove any information or materials, in whole or part, that in its sole discretion are unacceptable, undesirable, or in violation of this Agreement. In no event shall GCI be deemed liable for any failure or delay due to any cause beyond GCI's control.
- 6.6. GCI will assist Customer in their application for eligible funding regardless of whether Customer chooses to received full retail billing or pre-discounted billing. Any assistance received from GCI is advisory only.

7. Service Installation.

- 7.1. Delivery time for the Services shall be time that it takes the local exchange carrier(s) to deliver the required local loops plus ten (10) working days except in locations served directly by VSAT (Very Small Aperture Terminal) or in cases where inter-regional terrestrial service (TERRA) becomes available.
 - 7.1.1. The standard delivery time for locations served directly by VSATs will be forty-five to ninety (45-90) days from Service order signing providing that facility use agreements are signed and facilities are installed.
 - 7.1.2. The standard delivery time for locations with available TERRA service will be forty-five to ninety (45-90) days from the initial GCI service delivery testing in the end user's

community, plus the time that it takes the local exchange carrier(s) to deliver the required local loops, plus ten (10) working days for complete service testing.

- 7.2. If Service delivery involves transition to newly occupied facilities the cutover shall be coordinated in parallel between Parties. The parallel cutover period will allow for complete testing of the transition and shall end with Customer's acceptance in accordance with section 1.4.
- 7.3. If Service delivery involves situations not within the scope described in section 2.1.3, delivery times will be based upon a mutually-agreed (Customer and GCI) upon published deployment schedule.
- 7.4. GCI shall make every reasonable effort to provide the Services in this time period. However, in accordance with Section 5, GCI has no liability to Customer for failure to meet the planned service installation date.
- 7.5. Service will not be considered fully installed until GCI has received Customer's acknowledgement of service installation and testing, which shall not be unreasonably withheld or delayed. Failure of Customer to respond to GCI's request for acknowledgement of installation and testing within ten (10) business days shall be considered Customer's acknowledgement of installation and testing of Services.

8. Outages

- 8.1. Maintenance Outages. GCI will conduct scheduled maintenance of its transport services, Internet platform, and distribution services, and will provide Customer a minimum of seventy-two (72) hours' notice prior to this maintenance. These maintenance periods may cause Customer to experience brief interruptions in its Service. GCI's standard maintenance window is between 1:00 a.m. and 5:00 a.m. (Alaska Standard Time). Periodic maintenance may be conducted within the maintenance window on any day of the week without notification to Customer. For emergency repairs, GCI will use its best commercially reasonable efforts to conduct such repairs with a minimum of disruption to Customer.
- 8.2. Service Outages. Service delivery to customer is terrestrial with manual satellite fail over. Terrestrial service outages that are estimated to last four (4) hours or longer will cause Services to be transitioned to satellite delivery until such time as terrestrial service is restored. Terrestrial service outages that are estimated to last less than four (4) hours will not automatically transition to satellite delivery.
 - 8.2.1. While GCI does provide pro-active monitoring of Services, it shall be Customer's obligation to notify GCI of any interruption in service. Although all notifications will be investigated, GCI shall not be obligated to take any corrective action upon notice received from any source other than Customer, or its authorized agents or employees.
 - 8.2.2. GCI will notify Customer of any unscheduled interruptions in service that it detects that extend beyond fifteen (15) minutes in any single occurrence. GCI will provide this notification to one of the technical contacts listed on the Customer Information Sheet.
 - 8.2.3. All service related contacts must be provided through the following options: e-mail to mbssupport@gci.com or by calling GCI ConnectMD at (855) 770-3024 in Anchorage. All service requests received via e-mail will be verified by returning the request to the e-mail addresses provided on the Customer Information Sheet and must be confirmed by Customer by a reply to the forwarded request.
 - 8.2.4. Interruptions in service of thirty (30) minutes or less will be considered a minor service outage. Three (3) minor service outages in any one (1) day will be considered a major

service outage. Interruptions in service of more than thirty (30) minutes will be considered a major service outage.

8.2.5. If GCI causes a major service outage, GCI will provide a credit to the Customer prorated for the month in which the outage occurs. The maximum credit allowed shall be one (1) credit per day. To obtain this credit, Customer must request it in writing. GCI will apply the credit to Customer's invoice in the month following the request.

8.2.6. A Service Outage does not include: (a) GCI's planned maintenance as discussed further in Para. 6 above; (b) outages caused by Customer's equipment or software; (c) local exchange carrier network failures; (d) outages on other Internet Service Provider's networks or other networks not owned or controlled by GCI; or (e) other causes beyond GCI's commercially reasonable control.

9. Right to Modify Agreement. The terms and conditions of this Agreement shall not be varied, amended, waived, or modified by any course of dealing between the Parties, or any failure or delay to enforce any rights hereunder, other than by a writing signed by authorized representatives of both Parties.

10. Miscellaneous

10.1. Neither party may use the other's name, trademark, trade names or other proprietary identifying symbols without the prior written approval of the other party. All notices required or permitted hereunder must be in writing, delivered personally or by U.S. mail, facsimile or electronic mail (followed by hard copy, in the case of fax or email) to the respective signatory and notice addresses set forth on the Cover Sheet, or such other person and/or address as a party may notify the other from time to time in writing, and shall be deemed effective upon receipt.

10.2. Any dispute relating to this Agreement which cannot be resolved by negotiation shall be settled by binding arbitration in Anchorage, Alaska (or Kotzebue, Alaska or such other mutually agreed upon location), in accordance with the American Arbitration Association (AAA) Rules and Procedures ("Endispute Rules"), as amended by this Agreement. The parties shall share the costs of arbitration equally unless the arbitration award provides otherwise. Each party shall bear the cost of preparing and presenting its case. The parties agree that the arbitrator's authority to grant relief shall be subject to the United States Arbitration Act, 9 U.S.C. 1-16 et seq. ("USAA"), the provisions of this Agreement, and the ABA-AAA Code of Ethics for Arbitrators in Commercial Disputes. The arbitrator shall have no power to make any award that provides for punitive or exemplary damages. The arbitrator's written decision shall be promptly given, shall follow the plain meaning of the relevant documents and be in accordance with Alaska law and the facts presented in the record, and shall be final and binding. The award may be confirmed and enforced in any court of competent jurisdiction. All post-award proceedings shall be governed by the USAA.

10.3. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto. Neither this Agreement, nor any of Customer's rights or obligations herein shall be transferable or assignable by Customer without GCI's prior written consent and any attempted transfer or assignment hereof not in accordance herewith shall be null and void. If any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect. Either party's failure to insist upon or enforce strict performance of any provision of the Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska, without regard to its conflicts of law provisions. These Terms and Conditions, along with

Service Agreement, constitute the entire agreement between Customer and GCI with respect to the Service and can be modified only in writing by the parties hereto.

Address for notices:

Maniilaq Association
Attention: Timothy Scheurch, President and CEO
PO Box 256
Kotzebue, AK 99752

Address for notices:

GCI Managed Broadband Services
Attention: Robert Taylor
2550 Denali Street, Suite 1000
Anchorage, AK 99503

With a copy to:

GCI
Attention: Corporate Counsel
2550 Denali Street, Suite 1000
Anchorage, AK 99503

Exhibit A

Service Location Name	Service Location Address	HCP #
Maniilaq Medical Center	436 5 th Ave, Kotzebue, AK 99752	10810
Anchorage Termination	GCI South Anchorage Distribution Center 6831 Arctic Blvd. Anchorage, AK 99518	N/A

ATTACHMENT 9

The deadline to submit this form is the June 30th end of the funding year.

Estimated time per response: 3 hours

Read instructions thoroughly before completing this form. Failure to comply may cause delayed or denied funding.

Block 1: HCP Information

1 HCP Name Maniilaq Medical Center	2 HCP Number 10810
3 Form 465 Application # 43142405	4 Consortium Name (If any)

Block 2: Bill Payer Information

5 Billed Entity Name Maniilaq Medical Center	6 Billed Entity FCC RN 0013948047
7 Contact Name Christina Hensley	
8 Address Line 1 733 2nd Avenue	
9 Address Line 2 PO Box 256	
10 City Kotzebue	11 State AK 12 Zip 99752
13 Contact Phone # (907) 442-7092	14 Fax # 15 Email christina.hensley@maniilaq.org

Block 3: Funding Year Information

16 Funding Year - Check only one box
<input type="checkbox"/> Year 2013 (7/1/2013-6/30/2014) <input checked="" type="checkbox"/> Year 2014 (7/1/2014-6/30/2015) <input type="checkbox"/> Year 2015 (7/1/2015-6/30/2016)

Block 4: Service Information

17 Type of Service & Circuit Bandwidth (Documentation required) Satellite Service 30 Mbps
18 Total Billed Miles 0
19 Maximum Allowable Distance (From Form 465) 553
20 Percentage of HCP's service used for the provision of health care. 100 (If less than 100%, please explain.) If the HCP indicated it is a part-time eligible entity (on Form 465), describe method of allocating prorated support.

Connection Information	Carrier A	Carrier B	Carrier C	Carrier D
21 Service Provider Name	GCI Communication Corp			
22 Service Provider Identification Number (SPIN)	143001199			
23 Service Provider Contact Person Name	Ariel Burr			
24 Service Provider Contact Person's Phone #	(907) 868-7125			
25 Service Provider Contact Person Email	aburr@gci.com			
26 Circuit Start Location	436 5th Ave. Kotzebue, AK 99752			
27 Circuit Termination Location	6831 Arctic Blvd. Anchorage, AK 99518			
28 Billing Account Number	RH000220007			
29 Tariff, Contract or other document reference number	HC-424			
30 Date Contract Signed or Date HCP Selected Carrier	25-Feb-2015			
31 Contract Expiration Date (mm/dd/yyyy or NA if MTM)	30-Jun-2015 - N/A			
32 Service Installation Date	26-Feb-2015			
33 Actual Rural Rate per Month (Enclose Documentation)	105000.00			
34 If you are a consortium member OR have multiple carriers, please attach a Circuit Diagram to show how the sites interconnect and which carrier(s) provides each circuit segment. Circuit Diagram included: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
35 Are you a mobile rural health care provider? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, see instructions and attach a list of all sites to be served.				

IF YOU ARE REQUESTING SUPPORT FOR MILEAGE-BASED CHARGES, COMPLETE BLOCK 5 ONLY AND SKIP BLOCK 6. (PLEASE SEE INSTRUCTIONS). IF YOU ARE REQUESTING SUPPORT BASED ON URBAN/RURAL RATE COMPARISON, SKIP BLOCK 5 AND COMPLETE ONLY BLOCK 6. YOUR APPLICATION CANNOT BE PROCESSED IF BOTH BLOCKS ARE COMPLETED.

Block 5: Mileage-based Charge Discount Request

Complete this block if you are seeking support for mileage (distance-based) charges only. Do not enter any other charges in this block. You may need to ask your service provider representative to provide this information

36 Billed Circuit Miles				
37 Monthly Mileage Charges (Exclude Channel Termination chgs, etc.)				
38 Cost per Mile per Month				

If Line 33 equals Line 37, please ensure that ONLY mileage-related charges are included in Line 37. (See instructions.)

Block 6: Comprehensive Rate Comparison Request

Complete Block 6 if you have not completed Block 5 and are requesting support for all elements of your telecommunications service necessary for the provision of health care. The information in this block will establish the difference between the urban and rural rates for your requested service. Please contact RHCD at (800) 453-1546 if you need assistance.

39 One-time Urban Rate Charge (in selected large city)	0			
40 One-time Rural Rate Charge (in city where HCP is located)	0			
41 Monthly Urban Rate (in selected large city). From RHCD website: <input type="checkbox"/> or Other rate documentation attached: <input checked="" type="checkbox"/>	540.00			

If your circuit includes charges for mileage over the Maximum Allowable Dist., (Line 19), please complete Lines 42 to 44. Otherwise, skip to Block 7.

42 Billed Circuit Miles				
43 Monthly Mileage Based Charges				
44 Cost per Mile per Month				

Block 7: Bid Documentation

45 Did you receive any bids in response to the Form 465 Request for Services posted on the RHCD website? ☐ Yes ☒ No
If you checked yes, copies of the bids MUST be submitted to RHCD.

Block 8: Certification

46 ☒ I certify that the above named entity has considered all bids received and selected the most cost-effective method of providing the requested service or services. The "most cost-effective service" is defined in the Universal Service Order as the service available at the lowest cost after consideration of the features, quality of transmission, reliability, and other factors that the health care provider deems necessary for the service to adequately transmit the health care services required by the health care provider.

47 ☒ Pursuant to 47 C.F.R. Secs. 54.601 and 54.603, I certify that the HCP or consortium that I am representing satisfies all of the requirements herein and will abide by all of the relevant requirements, including all applicable FCC rules, with respect to universal service benefits provided under 47 U.S.C. Sec. 254. I understand that any letter from RHCD that erroneously states that funds will be made available for the benefit of the applicant may be subject to rescission.

48 ☒ I hereby certify that the billed entity will maintain complete billing records for the service for five years.

49 ☒ I certify that I am authorized to submit this request on behalf of the above-named Billed Entity and HCP, and that I have examined this form and attachments and that to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

50 Signature Electronically signed	51 Date 12-Jun-2015
52 Printed name of authorized person Christina Hensley	53 Title or position of authorized person IT Director
54 Employer of authorized person Maniilaq Association	55 Employer's FCC RN 0013949375

Please remember:

- ♦ You must submit one Form 466 for each service (i.e., circuit) for which you request reduced rates. For example:
 - If you are requesting reduced rates for two T1 lines, you must submit two Forms 466.
 - If you are requesting reduced rates for two ISDN lines & one Frame Relay line, you must submit three Forms 466.
- ♦ If the service described on this form is subject to the 28-day competitive bidding requirement, do not select a carrier or complete the Form 466 before or during the 28-day posting period.
- ♦ You must provide evidence of the urban rate if you have completed Block 6 and have not used the urban rates from the website.
- ♦ This form, attachments, and supporting documents should be combined in one envelope and sent to the RHCD.
- ♦ If the service described on this form changes (e.g., rate change) during the funding year, you must notify RHCD immediately and submit a revised Form 466.
- ♦ If you have any questions, call RHCD at (800) 453-1546.

Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

FCC NOTICE FOR INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

Part 3 of the Commission's Rules authorize the FCC to request the information on this form. The data reported will be used to ensure that health care providers have selected the most cost-effective method of providing the requested services as set forth in 47 C.F.R. Section 54.603(b)(4). The information will be used by the Universal Service Administrative Company and/or the staff of the Federal Communications Commission, to evaluate this form, to provide information for enforcement and rulemaking proceedings and to maintain a current inventory of applicants, health care providers, billed entities, and service providers. No authorization can be granted unless all information requested is provided. Failure to provide all requested information will delay the processing of the application or result in the application being returned without action. Information requested by this form will be available for public inspection. Your response is required to obtain the requested authorization.

The public reporting for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the required data, and completing and reviewing the collection of information. If you have any comments on this burden estimate, or how we can improve the collection and reduce the burden it causes you, please write to the Federal Communications Commission, AMD-PERM, Paperwork Reduction Act Project (3060-0804), Washington, DC 20554. We will also accept your comments regarding the Paperwork Reduction Act aspects of this collection via the Internet if you send them to pra@fcc.gov. PLEASE DO NOT SEND YOUR RESPONSE TO THIS ADDRESS.

Remember - You are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-0804.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, PUBLIC LAW 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(e)(3) AND THE PAPERWORK REDUCTION ACT OF 1995, PUBLIC LAW 104-13, OCTOBER 1, 1995, 44 U.S.C. SECTION 3507.

This form should be submitted online through the RHC Program online application system, My Portal.
<https://forms.universalservice.org/usaclogin/login.asp>

Health Care Providers Universal Service
Funding Request and Certification Form

The Deadline to submit this Form is the June 30th End of the Funding Year.

Estimated time per response: 3 hours

Read instructions thoroughly before completing this form. Failure to comply may cause delayed or denied funding.

Block 1: HCP Information

1 HCP Name Maniilaq Medical Center	2 HCP Number 10810
3 Form 465 Application # 43147160	4 Consortium Name (If any)

Block 2: Bill Payer Information

5 Billed Entity Name Maniilaq Medical Center	6 Billed Entity FCC RN 0013948047
7 Contact Name Christina M Hensley	
8 Address Line 1 733 2nd Avenue	
9 Address Line 2 PO Box 256	
10 City Kotzebue	11 State AK 12 Zip 99752
13 Contact Phone # (907) 442-7092	14 Fax # 15 E-Mail christina.hensley@maniilaq.org

Block 3: Funding Year Information

16 Funding Year - Check only one box
<input type="checkbox"/> Year 2013 (7/1/2013-6/30/2014) <input checked="" type="checkbox"/> Year 2014 (7/1/2014-6/30/2015) <input type="checkbox"/> Year 2015 (7/1/2015-6/30/2016)

Block 4: Service Information

17 Type of Service & Circuit Bandwidth (Enclose documentation.) MPLS 60 Mbps
18 Total Billed Miles 0 19 Maximum Allowable Distance (From Form 465) 553
20 Percentage of HCP's service used for the provision of health care. 100 (If less than 100%, please explain.) If the HCP indicated it is a part-time eligible entity (on Form 465), describe method of allocating prorated support.

Connection Information	Carrier A	Carrier B	Carrier C	Carrier D
21 Service Provider Name	GCI Communication Corp			
22 Service Provider Identification Number (SPIN)	143001199			
23 Service Provider Contact Person Name	Ariel Burr			
24 Service Provider Contact Person's Phone #	(907) 868-7125			
25 Service Provider Contact Person Email	aburr@gci.com			
26 Circuit Start Location	436 5th Ave. Kotzebue, AK 99752			
27 Circuit Termination Location	6831 Arctic Blvd. Anchorage, AK 99518			
28 Billing Account Number	RH000220007			
29 Tariff, Contract or other document reference number	HC-424			
30 Date Contract Signed or Date HCP Selected Carrier	25-Feb-2015			
31 Contract Expiration Date (mm/dd/yyyy or NA if MTM)	30-Jun-2020			
32 Service Installation Date	25-Feb-2015			
33 Actual Rural Rate per Month (Enclose Documentation)	383040.00			
34 If you are a consortium member OR have multiple carriers, please attach a Circuit Diagram to show how the sites interconnect and which carrier(s) provides each circuit segment. Circuit Diagram included: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
35 Are you a mobile rural health care provider? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, see instructions and attach a list of all sites to be served.				

IF YOU ARE REQUESTING SUPPORT FOR MILEAGE-BASED CHARGES, COMPLETE BLOCK 5 ONLY AND SKIP BLOCK 6. (PLEASE SEE INSTRUCTIONS). IF YOU ARE REQUESTING SUPPORT BASED ON URBAN/RURAL RATE COMPARISON, SKIP BLOCK 5 AND COMPLETE ONLY BLOCK 6. YOUR APPLICATION CANNOT BE PROCESSED IF BOTH BLOCKS ARE COMPLETED.

Block 5: Mileage-based Charge Discount Request

Complete this block if you are seeking support for mileage (distance-based) charges only. Do not enter any other charges in this block. You may need to ask your service provider representative to provide this information.

36 Billed Circuit Miles				
37 Monthly Mileage Charges (Exclude Channel Termination chgs, etc.)				
38 Cost per Mile per Month				

If Line 33 equals Line 37, please ensure that ONLY mileage-related charges are included in Line 37. (See instructions.)

Block 6: Comprehensive Rate Comparison Request

Complete Block 6 if you have not completed Block 5 and are requesting support for all elements of your telecommunications service necessary for the provision of health care. The information in this block will establish the difference between the urban and rural rates for your requested service. Please call RHCD at 1-800-229-5476 if you need assistance.

39 One-time Urban Rate Charge (in selected large city)	0			
40 One-time Rural Rate Charge (in city where HCP is located)	0			
41 Monthly Urban Rate (in selected large city). From RHCD web site: <input type="checkbox"/> or Other rate documentation attached: <input checked="" type="checkbox"/>	660.00			

If your circuit includes charges for mileage over the Maximum Allowable Dist., (Line 19), please complete Lines 42 to 44. Otherwise, skip to Block 7.

42 Billed Circuit Miles				
43 Monthly Mileage Based Charges				
44 Cost per Mile per Month				

Block 7: Bid Documentation

45 Did you receive any bids in response to the Form 465 Request for Services posted on the RHCD website? ☐ Yes ☒ No
If you checked yes, copies of the bids MUST be mailed to RHCD.

Block 8: Certification

46 <input checked="" type="checkbox"/> I certify that the above named entity has considered all bids received and selected the most cost-effective method of providing the requested service or services. The "most cost-effective service" is defined in the Universal Service Order as the service available at the lowest cost after consideration of the features, quality of transmission, reliability, and other factors that the health care provider deems necessary for the service to adequately transmit the health care services required by the health care provider.	
47 <input checked="" type="checkbox"/> Pursuant to 47 C.F.R. Secs. 54.601 and 54.603, I certify that the HCP or consortium that I am representing satisfies all of the requirements herein and will abide by all of the relevant requirements, including all applicable FCC rules, with respect to universal service benefits provided under 47 U.S.C. Sec. 254. I understand that any letter from RHCD that erroneously states that funds will be made available for the benefit of the applicant may be subject to rescission.	
48 <input checked="" type="checkbox"/> I hereby certify that the billed entity will maintain complete billing records for the service for five years.	
49 <input checked="" type="checkbox"/> I certify that I am authorized to submit this request on behalf of the above-named Billed Entity and HCP, and that I have examined this form and attachments and that to the best of my knowledge, information, and belief, all statements of fact contained herein are true.	
50 Signature Electronically signed	51 Date 10-Apr-2015
52 Printed name of authorized person Christina Hensley	53 Title or position of authorized person IT Director
54 Employer of authorized person Maniilaq Association	55 Employer's FCC RN 0013949375

Please remember:

- ◆ You must submit one Form 466 for each service (i.e., circuit) for which you request reduced rates. For example:
 - If you are requesting reduced rates for two T1 lines, you must submit two Forms 466.
 - If you are requesting reduced rates for two ISDN lines & one Frame Relay line, you must submit three Forms 466.
- ◆ If the service described on this form is subject to the 28-day competitive bidding requirement, do not select a carrier or complete the Form 466 before or during the 28-day posting period.
- ◆ You must provide evidence of the urban rate if you have completed Block 6 and have not used the urban rates from the website.
- ◆ This form, attachments, and supporting documents should be combined in one envelope and sent to the RHCD.
- ◆ If the service described on this form changes (e.g., rate change) during the funding year, you must notify RHCD immediately and submit a revised Form 466.
- ◆ If you have any questions, call RHCD at 1-800-229-5476.

Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

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This form should be submitted to:
Rural Health Care Division
30 Lanidex Plaza West, P.O.Box 685
Parsippany NJ 07054-0685

Health Care Providers Universal Service
Funding Request and Certification Form

The Deadline to submit this Form is the June 30th End of the Funding Year.

Estimated time per response: 3 hours

Read instructions thoroughly before completing this form. Failure to comply may cause delayed or denied funding.

Block 1: HCP Information

1 HCP Name Maniilaq Medical Center	2 HCP Number 10810
3 Form 465 Application # 43147160	4 Consortium Name (If any)

Block 2: Bill Payer Information

5 Billed Entity Name Maniilaq Medical Center	6 Billed Entity FCC RN 0013948047
7 Contact Name Christina M Hensley	
8 Address Line 1 733 2nd Avenue	
9 Address Line 2 PO Box 256	
10 City Kotzebue	11 State AK 12 Zip 99752
13 Contact Phone # (907) 442-7092	14 Fax # 15 E-Mail christina.hensley@maniilaq.org

Block 3: Funding Year Information

16 Funding Year - Check only one box
<input type="checkbox"/> Year 2013 (7/1/2013-6/30/2014) <input checked="" type="checkbox"/> Year 2014 (7/1/2014-6/30/2015) <input type="checkbox"/> Year 2015 (7/1/2015-6/30/2016)

Block 4: Service Information

17 Type of Service & Circuit Bandwidth (Enclose documentation.) MPLS 30 Mbps
18 Total Billed Miles 0 19 Maximum Allowable Distance (From Form 465) 553
20 Percentage of HCP's service used for the provision of health care. 100 (If less than 100%, please explain.) If the HCP indicated it is a part-time eligible entity (on Form 465), describe method of allocating prorated support.

Connection Information	Carrier A	Carrier B	Carrier C	Carrier D
21 Service Provider Name	GCI Communication Corp			
22 Service Provider Identification Number (SPIN)	143001199			
23 Service Provider Contact Person Name	Ariel Burr			
24 Service Provider Contact Person's Phone #	(907) 868-7125			
25 Service Provider Contact Person Email	aburr@gci.com			
26 Circuit Start Location	436 5th Ave. Kotzebue, AK 99752			
27 Circuit Termination Location	6831 Arctic Blvd. Anchorage, AK 99518			
28 Billing Account Number	RH000220007			
29 Tariff, Contract or other document reference number	HC-311			
30 Date Contract Signed or Date HCP Selected Carrier	13-Jun-2011			
31 Contract Expiration Date (mm/dd/yyyy or NA if MTM)	12-Jun-2016 - N/A			
32 Service Installation Date	14-Nov-2014			
33 Actual Rural Rate per Month (Enclose Documentation)	258600.00			
34 If you are a consortium member OR have multiple carriers, please attach a Circuit Diagram to show how the sites interconnect and which carrier(s) provides each circuit segment. Circuit Diagram included: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
35 Are you a mobile rural health care provider? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, see instructions and attach a list of all sites to be served.				

IF YOU ARE REQUESTING SUPPORT FOR MILEAGE-BASED CHARGES, COMPLETE BLOCK 5 ONLY AND SKIP BLOCK 6. (PLEASE SEE INSTRUCTIONS). IF YOU ARE REQUESTING SUPPORT BASED ON URBAN/RURAL RATE COMPARISON, SKIP BLOCK 5 AND COMPLETE ONLY BLOCK 6. YOUR APPLICATION CANNOT BE PROCESSED IF BOTH BLOCKS ARE COMPLETED.

Block 5: Mileage-based Charge Discount Request

Complete this block if you are seeking support for mileage (distance-based) charges only. Do not enter any other charges in this block. You may need to ask your service provider representative to provide this information.

36 Billed Circuit Miles				
37 Monthly Mileage Charges (Exclude Channel Termination chgs, etc.)				
38 Cost per Mile per Month				

If Line 33 equals Line 37, please ensure that ONLY mileage-related charges are included in Line 37. (See instructions.)

Block 6: Comprehensive Rate Comparison Request

Complete Block 6 if you have not completed Block 5 and are requesting support for all elements of your telecommunications service necessary for the provision of health care. The information in this block will establish the difference between the urban and rural rates for your requested service. Please call RHCD at 1-800-229-5476 if you need assistance.

39 One-time Urban Rate Charge (in selected large city)	0.00			
40 One-time Rural Rate Charge (in city where HCP is located)	0			
41 Monthly Urban Rate (in selected large city). From RHCD web site: <input type="checkbox"/> or Other rate documentation attached: <input checked="" type="checkbox"/>	540.00			

If your circuit includes charges for mileage over the Maximum Allowable Dist., (Line 19), please complete Lines 42 to 44. Otherwise, skip to Block 7.

42 Billed Circuit Miles				
43 Monthly Mileage Based Charges				
44 Cost per Mile per Month				

Block 7: Bid Documentation

45 Did you receive any bids in response to the Form 465 Request for Services posted on the RHCD website? ☐ Yes ☒ No
If you checked yes, copies of the bids MUST be mailed to RHCD.

Block 8: Certification

46 <input checked="" type="checkbox"/> I certify that the above named entity has considered all bids received and selected the most cost-effective method of providing the requested service or services. The "most cost-effective service" is defined in the Universal Service Order as the service available at the lowest cost after consideration of the features, quality of transmission, reliability, and other factors that the health care provider deems necessary for the service to adequately transmit the health care services required by the health care provider.	
47 <input checked="" type="checkbox"/> Pursuant to 47 C.F.R. Secs. 54.601 and 54.603, I certify that the HCP or consortium that I am representing satisfies all of the requirements herein and will abide by all of the relevant requirements, including all applicable FCC rules, with respect to universal service benefits provided under 47 U.S.C. Sec. 254. I understand that any letter from RHCD that erroneously states that funds will be made available for the benefit of the applicant may be subject to rescission.	
48 <input checked="" type="checkbox"/> I hereby certify that the billed entity will maintain complete billing records for the service for five years.	
49 <input checked="" type="checkbox"/> I certify that I am authorized to submit this request on behalf of the above-named Billed Entity and HCP, and that I have examined this form and attachments and that to the best of my knowledge, information, and belief, all statements of fact contained herein are true.	
50 Signature Electronically signed	51 Date 12-Jun-2015
52 Printed name of authorized person Christina Hensley	53 Title or position of authorized person IT Director
54 Employer of authorized person Maniilaq Association	55 Employer's FCC RN 0013949375

Please remember:

- ◆ You must submit one Form 466 for each service (i.e., circuit) for which you request reduced rates. For example:
 - If you are requesting reduced rates for two T1 lines, you must submit two Forms 466.
 - If you are requesting reduced rates for two ISDN lines & one Frame Relay line, you must submit three Forms 466.
- ◆ If the service described on this form is subject to the 28-day competitive bidding requirement, do not select a carrier or complete the Form 466 before or during the 28-day posting period.
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- ◆ If the service described on this form changes (e.g., rate change) during the funding year, you must notify RHCD immediately and submit a revised Form 466.
- ◆ If you have any questions, call RHCD at 1-800-229-5476.

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FCC NOTICE FOR INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

Part 3 of the Commission's Rules authorize the FCC to request the information on this form. The data reported will be used to ensure that health care providers have selected the most cost-effective method of providing the requested services as set forth in 47 C.F.R. § 54.603(b)(4). The information will be used by the Universal Service Administrative Company and/or the staff of the Federal Communications Commission, to evaluate this form, to provide information for enforcement and rulemaking proceedings and to maintain a current inventory of applicants, health care providers, billed entities, and service providers. No authorization can be granted unless all information requested is provided. Failure to provide all requested information will delay the processing of the application or result in the application being returned without action. Information requested by this form will be available for public inspection. Your response is required to obtain the requested authorization.

The public reporting for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the required data, and completing and reviewing the collection of information. If you have any comments on this burden estimate, or how we can improve the collection and reduce the burden it causes you, please write to the Federal Communications Commission, AMD-PER, Paperwork Reduction Act Project (3060-0804), Washington, DC 20554. We will also accept your comments regarding the Paperwork Reduction Act aspects of this collection via the Internet if you send them to pra@fcc.gov. PLEASE DO NOT SEND YOUR RESPONSE TO THIS ADDRESS.

Remember - You are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-0804.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, PUBLIC LAW 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(e)(3) AND THE PAPERWORK REDUCTION ACT OF 1995, PUBLIC LAW 104-13, OCTOBER 1, 1995, 44 U.S.C. SECTION 3507.

This form should be submitted to:
Rural Health Care Division
30 Lanidex Plaza West, P.O.Box 685
Parsippany NJ 07054-0685

ATTACHMENT 10

Read instructions thoroughly before completing this form. Failure to comply may cause delayed or denied funding.

Form 465 Application Number (assigned by RHCD) 43159648

Block 1: HCP Location Information

Information required in this block applies to the physical location of the HCP. Do not enter a "PO Box" or "Rural Route" address.

1 HCP Number 10249	2 Consortium Name	
3 HCP Name Maniilaq Association - Kiana Clinic	4 HCP FCC Registration Number (FCC RN) 0013948906	
5 Contact Name Vivian Shellabarger		
6 Address Line 1 130 Casanoff Way		
7 Address Line 2 PO Box 130	8 County Northwest Arctic	
9 City Kiana	10 State AK	11 ZIP Code 99749
12 Phone # (907) 475-2199	13 Fax # (907) 475-2198	14 E-mail vivian.shellabarger@maniilaq.org

Block 2: HCP Mailing Contact Information

15 Is the HCP's mailing address (where correspondence should be sent) different from its physical location described in Block 1?		<input checked="" type="checkbox"/> Yes, complete Block 2	
		<input type="checkbox"/> No, go to Block 3.	
16 Contact Name Christina Hensley		17 Organization Maniilaq Association	
18 Address Line 1 733 2nd Avenue			
19 Address Line 2 PO Box 256			
20 City Kotzebue		21 State AK	22 ZIP Code 99752
23 Phone # (907) 442-7092	24 Fax # (907) 442-7495	25 E-mail christina.hensley@maniilaq.org	

Block 3: Funding Year Information

26 Funding Year (Check only one box)		
<input type="checkbox"/> Year 2013 (7/1/2013-6/30/2014)	<input type="checkbox"/> Year 2014 (7/1/2014-6/30/2015)	<input checked="" type="checkbox"/> Year 2015 (7/1/2015-6/30/2016)

Block 4: Eligibility

27 Only the following types of HCPs are eligible. Indicate which category describes the applicant. (Check only one.)	
<input type="checkbox"/> Post-secondary educational institution offering health care instruction, teaching hospital or medical school	<input checked="" type="checkbox"/> Rural health clinic
<input type="checkbox"/> Community health center or health center providing health care to migrants	<input type="checkbox"/> Consortium of the above
<input type="checkbox"/> Local health department or agency	<input type="checkbox"/> Dedicated ER of rural, for-profit hospital
<input type="checkbox"/> Community mental health center	
<input type="checkbox"/> Not-for-profit hospital	<input type="checkbox"/> Part-time eligible entity

28 If consortium, dedicated emergency department, or part-time eligible entity was selected in Line 27, please describe the entity.

29 Please describe the eligible health care provider's telecommunications and/or Internet service needs, so that service providers may bid to provide the services. The description should describe whether video or store and forward consultations will be used, whether large image files or X-rays will be transmitted, the quality of connection needed, or other relevant considerations.

Looking for options to grow and increase bandwidth to support telemedicine services that consists of voice, access to EHR, transmission of images and patient records to other medical facilities in urban areas, and consultation between healthcare providers.

Block 5: Request for Services

30 Is the HCP requesting reduced rates for:		
<input type="checkbox"/> Both Telecommunications & Internet Services	<input checked="" type="checkbox"/> Telecommunications Service ONLY	<input type="checkbox"/> Internet Service ONLY

Block 6: Certification

31 <input checked="" type="checkbox"/> I certify that I am authorized to submit this request on behalf of the above-named entity or entities, that I have examined this request, and that to the best of my knowledge, information, and belief, all statements of fact contained herein are true.	
32 <input checked="" type="checkbox"/> I certify that the health care provider has followed any applicable State or local procurement rules.	
33 <input checked="" type="checkbox"/> I certify that the telecommunications services and/or Internet access charges that the HCP receives at reduced rates as a result of the HCPs' participation in this program, pursuant to 47 U.S.C. Sec. 254 as implemented by the Federal Communications Commission, will be used solely for purposes reasonably related to the provision of health care service or instruction that the HCP is legally authorized to provide under the law of the state in which the services are provided and will not be sold, resold, or transferred in consideration for money or any other thing of value.	
34 <input checked="" type="checkbox"/> I certify that the health care provider is a non-profit or public entity.	
35 <input checked="" type="checkbox"/> I certify that the health care provider is located in a rural area. Visit the RHCD website: (http://www.usac.org/rhc/tools/rhcd/Rural/2005/search.asp) or contact RHCD at 1-800-229-5476 for a listing of rural areas.	
36 <input checked="" type="checkbox"/> Pursuant to 47 C.F.R. Secs. 54.601 and 54.603, I certify that the HCP or consortium that I am representing satisfies all of the requirements herein and will abide by all of the relevant requirements, including all applicable FCC rules, with respect to funding provided under 47 U.S.C. Sec. 254.	
37 Signature Electronically signed	38 Date 03-Dec-2015
39 Printed name of authorized person Christina Hensley	40 Title or position of authorized person IT Director
41 Employer of authorized person Manilaq Association	42 Employer's FCC RN 0013949375

Please remember:

- Form 465 is the first step a health care provider must take in order to receive the benefit of reduced rates resulting from participation in this universal service support program.
- After the HCP submits a complete and accurate Form 465, the RHCD will post it on the RHCD web site for 28 days.
- HCPs may not enter into agreements to purchase eligible services from service providers before the 28 days expire.
- After the HCP selects a service provider, the HCP must initiate the next step in the application process, the filing of Form 466 and/or 466A.

Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

FCC NOTICE FOR INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

Part 3 of the Commission's Rules authorize the FCC to request the information on this form. The purpose of the information is to determine your eligibility for certification as a health care provider. The information will be used by the Universal Service Administrative Company and/or the staff of the Federal Communications Commission, to evaluate this form, to provide information for enforcement and rulemaking proceedings and to maintain a current inventory of applicants, health care providers, billed entities, and service providers. No authorization can be granted unless all information requested is provided. Failure to provide all requested information will delay the processing of the application or result in the application being returned without action. Information requested by this form will be available for public inspection. Your response is required to obtain the requested authorization.

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This form should be submitted to:

Rural Health Care Division
30 Lanidex Plaza West, P.O.Box 685
Parsippany NJ 07054-0685

ATTACHMENT 11

January 19, 2016



Christina Hensley
Maniilaq Association
P.O. Box 256
Kotzebue, AK 99752

RE: GCI response to the RFP for Telehealth Network Services

Dear Ms. Hensley:

GCI is pleased to offer the enclosed proposal to Maniilaq Association for telecommunication network services. GCI ConnectMD fully understands the critical requirement of maintaining reliable connectivity in a healthcare environment where lives are at stake.

GCI maintains a highly experienced and certified team of medical, technical, and USF experts at ConnectMD in Alaska to assist our customers. GCI's commitment to Alaska is demonstrated daily by our 2000+ employees and the over \$2 billion in investments GCI has made in our state.

As I discussed in Kotzebue, GCI is committed to working with Maniilaq Association in a mutually beneficial partnership. The services we propose represent a substantial expansion of terrestrial capacity in the region. TERRA is our hybrid fiber optic and microwave network that removes the limitations of satellite service and provides symmetrical broadband service.

As Maniilaq Association continues to serve its communities, you can be confident that GCI is investing in infrastructure to support your needs for generations to come.

Firm and Location

GCI Communication Corp.
2550 Denali Street, Suite 1000
Anchorage, Alaska 99503

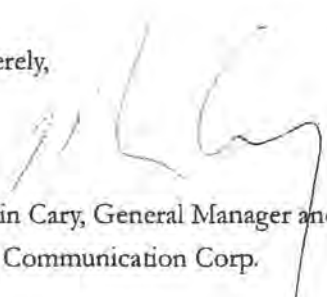
Contact Person

Sam Korsmo
Senior Director
GCI ConnectMD
2550 Denali Street, Suite 1000
Anchorage, Alaska 99503
(907) 868-3051

Authorized Submittal

Martin Cary
Vice President & General Manager
GCI Managed Broadband Services
2550 Denali Street, Suite 1000
Anchorage, Alaska 99503
(907) 868-5459

Sincerely,


Martin Cary, General Manager and Vice President
GCI Communication Corp.

2550 Denali Street • Suite 1000 • Anchorage, Alaska 99503-2751 • 866-221-4841



Maniilaq Association

January 19, 2016



In Response to Request for Proposals for

Maniilaq Association Health Wide Area Network

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Overview

Maniilaq Association's Request for Proposals (RFP) for Telehealth Network Service represents a unique opportunity for Maniilaq and GCI to work together to improve telecommunications for the residents and communities of the Northwest Arctic Borough. This proposal is the next step in the long-term, successful partnership between our organizations that focuses on advancing Maniilaq Association's mission.

GCI ConnectMD offers this proposal to Maniilaq Association as your partner in promoting healthy communities. Information is the life blood of medicine, a critical ingredient in enabling medical providers to make informed decisions. Beyond technology, this is a proposal founded on delivering outstanding healthcare by making information accessible and providing pathways for collaboration.

The Federal Government created the Universal Service Fund (USF) Rural Health Care Program to help healthcare institutions knock down the physical obstacles of distance and access to care delivery. In the 17 years of working with Maniilaq Association, our team has seen the dramatic benefits of extending care to the edge and providing your staff with access to the right information at the right time.

ConnectMD operates on the principle that all services supporting the delivery of healthcare require special, dedicated attention. We understand that in the medical world, mission critical means life critical. Our team is passionate about healthcare and promoting the wellness of the communities we live in and those we serve.

This proposal describes the medical-grade access and support services we designed for organizations like yours. For Maniilaq Association, we are proposing a flexible solution centered on connecting distributed locations and facilitating health information exchange.

GCI takes pride in the long-term partnerships we have with our healthcare customers. ConnectMD offers unmatched service in the Alaskan marketplace.

- **Medical Network Services:** A dependable, secure network that grows and adapts to meet your needs.
- **Connectivity Services:** Best technology chosen to deliver on Maniilaq's specific requirements.
- **Medical-Grade Internet:** Access designed to meet the demanding patient-privacy and data-security needs of the healthcare environment.

We hope we have the opportunity to work with you in 2016 and beyond! If you have any questions or would like more information, please contact Art Behm at (907) 868-5373 or abehm@gci.com.

Table 1: Maniilaq Association Service Requirements Response Table

Requirement	Summary Response
General Requirements	
Maniilaq seeks a telehealth network connecting eleven village clinics to Kotzebue health center for a 5-year term.	<p>This proposal is for telehealth network services for each of the village clinics listed to Kotzebue and the Internet via a secure MPLS network. Pricing is based on a 5-year term contract.</p> <p><i>See Pricing for more detail.</i></p>
Currently we have a high-latency Internet connection to the village with a pin time of 500-600 ms. We would like to reduce the latency time to under 100 ms.	<p>In delivering this proposal, GCI is committing to expand the TERRA terrestrial network from Kotzebue to Buckland, Kiana, Noorvik, and Selawik. The average one-way latency over GCI's terrestrial network, including TERRA, is 9 ms; satellite latency is no less than 650 ms.</p> <p><i>See Project Comprehension for more detail.</i></p>
Service Requirements: Voice over IP	
VoIP voice service should have the highest priority in the flow across the WAN, and may be equivalent in priority to Video Conference service.	<p>GCI can deploy QoS across the network, providing Maniilaq the option to control priority traffic from the Internet. Priority queuing mechanisms are used to guarantee bandwidth for time sensitive applications such as VoIP and videoconferencing.</p> <p><i>See Design and Technical Execution for more detail.</i></p>
The availability of VoIP service across the part of the network service by satellite and terrestrial links will be measured each quarter.	<p>GCI understands this requirements and will comply. Through the ConnectMD customer portal, Maniilaq staff will have access to Network Management Services (NMS) with real-time and historical performance information available.</p> <p><i>See Service and Support for more detail.</i></p>
Service Requirements: Video Conference	
At all village clinics, the WAN must be able to support a minimum of two-videoconference sessions concurrent with other network services. Maniilaq prefers 1.5 Mbps per location for video conferencing.	<p>The proposed network includes recommended MPLS connections at each village clinic equal to 15 Mbps. This bandwidth can be designated for single hop transit to Kotzebue or the Internet in Anchorage. Per Maniilaq's current usage patterns and RFP specifications, this bandwidth is sufficient to support the videoconferencing session requirements.</p> <p><i>See Design and Technical Execution for more detail.</i></p>

Videoconference service should have the highest priority in the flow of services across the WAN, and may be considered equivalent in priority to VoIP service.

GCI can deploy QoS across the network providing Maniilaq the option to control priority traffic from the Internet. Priority queuing mechanisms are used to guarantee bandwidth for time-sensitive applications such as VoIP and videoconferencing.

See Design and Technical Execution for more detail.

The availability of videoconference service across that part of the network served by satellite and terrestrial links will be measured each quarter (3 months).

GCI understands this requirements and will comply. Through the ConnectMD customer portal, Maniilaq staff will have access to Network Management Services (NMS) with real-time and historical performance information available.

See Service and Support for more detail.

Service Requirements: Intranet

At all clinics, the WAN must be able to support simultaneous intranet IP service sessions composed of client email sessions and Village-to-Kotzebue database sessions, concurrent with other network services.

The proposed network includes recommended MPLS connections at each village clinic equal to 15 Mbps. This bandwidth can be designated for single-hop transit to Kotzebue for Intranet traffic. Per Maniilaq's current usage patterns and RFP specifications, this bandwidth is sufficient to support the Intranet requirements.

See Design and Technical Execution for more detail.

Intranet service should have the second highest priority in the flow of services across the WAN, and may be considered higher in priority than Internet service.

GCI can deploy QoS across the network, providing Maniilaq the option to control priority traffic from the Internet. Priority queuing can be expanded to include designating WAN traffic as second priority behind the more time-sensitive applications of VoIP and videoconferencing.

See Design and Technical Execution for more detail.

The availability of intranet service across that part of the network served by satellite and terrestrial links will be measured each quarter (3 months). Network downtime due to predicted sun outages at the fall and spring equinoxes will not be used in the computation of availability.

GCI understands this requirement and will comply. Through the ConnectMD customer portal, Maniilaq staff will have access to Network Management Services (NMS) with real-time and historical performance information available.

See Service and Support for more detail.

Service Requirements: Internet

At each Clinic, the WAN must be able to support a minimum of multiple simultaneous broadband Internet sessions concurrent with other network services.

At the Maniilaq Health Center in Kotzebue, the internet connectivity must be able to support 400 simultaneous users at a fixed rate.

Internet service should have the lowest priority in the flow of services across the WAN, and may be considered lower in priority than intranet service.

The availability of internet service across that part of the network served by satellite and terrestrial links will be measured each quarter (3 months). Network downtime due to predicted sun outages at the fall and spring equinoxes will not be used in the computation of availability.

The proposed network includes recommended MPLS connections at each village clinic equal to 15 Mbps. This bandwidth can be designated for single-hop transit to Anchorage for Internet traffic. Per Maniilaq's current usage patterns and RFP specifications, this bandwidth is sufficient to support the Internet requirements.

In Kotzebue, 70 Mbps of Internet capacity is recommended to meet the usage requirements.

See Design and Technical Execution for more detail.

GCI can deploy QoS across the network providing Maniilaq the option to control priority traffic from the Internet. Priority queuing will not included Internet traffic, effectively lowering its priority to below Video, Voice, and Intranet.

See Design and Technical Execution for more detail.

GCI understands this requirement and will comply. Through the ConnectMD customer portal, Maniilaq staff will have access to Network Management Services (NMS) with real-time and historical performance information available.

See Service and Support for more detail.

Security Requirements

An IP firewall is required between the commodity Internet and the hub router in the Maniilaq Telehealth Network, and will provide IP security services.

With ConnectMD Internet services, Maniilaq Association has the option to customize the GCI ConnectMD virtual firewall platform for the Maniilaq network. With these optional services, Maniilaq Association would have access to a state-of-the-art next generation firewall platform built on Palo Alto's industry-leading network-based firewall. The firewall service includes wire speed deep packet application inspection, with the added benefits of advanced filtering, Anti-Virus, Denial of Service protection, and traditional port-based mechanisms on a single virtual system.

See Design and Technical Execution > Security for more detail.

The carrier is expected to provide IP security, and should describe the level and quality of IP security proposed. Maniilaq Association expects the carrier of service to have expertise in this area.

ConnectMD will implement administrative, physical, and technical safeguards for the reasonable and appropriate security of the network. The private Maniilaq Association WAN will not be accessible through the GCI (or any other) network without Maniilaq Association's written authorization.

There will be multi-tiered remote access security safeguards in place from day one. All devices within the Maniilaq Association network will be addressed with non-Internet-routable IPs that are only accessible from highly secured GCI or Maniilaq Association remote management servers. As a private WAN, an MPLS virtual routing instance is used to maintain logical data segregation preventing access to or from other private networks and the Internet.

Additionally, network-wide encryption can be enabled, protecting information as it transits all network links—satellite and terrestrial.

See Design and Technical Execution > Security for more detail.

Continuity of Services

Plan for migrating Maniilaq Association's current network onto the proposed service

ConnectMD's approach to transition service for healthcare customers focuses on eliminating risk. As such, the plans for installation are deliberate and collaborative.

See Proposed Delivery Schedule for more detail.

Single point-of-contact identified

An account manager will be assigned as the single point-of-contact for all technical concerns and will provide direct support or open the necessary service tickets for investigation.

See Service and Support > Single Point-of-Contact for more detail.

Local Service Support

Local support is part of this RFP. A carrier must demonstrate local technical support during the course of this contract.

GCI maintains local support personnel at every step along the network chain. From engineers in Portland and Seattle maintain our peering connections for the Internet, to engineers and technicians in Anchorage and Fairbanks supporting the ConnectMD medical network, and to local agents stationed in Kotzebue and each of the Maniilaq villages for on-site support and troubleshooting.

See Service and Support for more detail.

Local sparring

Our solution is engineered to prevent outages caused by equipment failure. If equipment on either path fails, service will be handled by its alternate and a replacement will be shipped from our fully-stocked regional warehouse.

See Service and Support > Time to Repair for more detail.

Describe capabilities and response times to restore healthcare operations in temporary facilities in the event of natural disasters

For catastrophic events, such as natural disasters, ConnectMD services can be restored with the deployment of a mobile VSAT as detailed elsewhere in this proposal. This solution can be deployed and operational within 24 hours.

See Design and Technical Execution > Rapid Response Option for more detail.

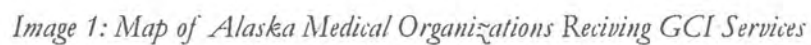
Service Provider Overview

GCI (NASDAQ: GNCMA) is an Alaska-based company providing voice, video and data communication services to residential, commercial and government customers. Founded in 1979, GCI introduced long-distance competition to Alaska and has since grown to be one of the nation's premier integrated telecommunication providers. The company employs more than 2,000 Alaskans and has a current run rate of \$800 million. GCI has a 45 percent share of the state's long-distance market, and is the state's largest provider of internet services with cable modem, wireless and dedicated access. Its cable television services pass 80 percent of the state's households with 64 percent penetration. Digital cable and cable modem services are available to 99 percent of its subscribers. GCI's services are connected through company-owned fiber optic, satellite and metropolitan area network facilities to the Lower 48 states. This broadband platform is the only one of its kind in Alaska and allows the company to provide customized services to the Alaska market.

The ConnectMD network was created out of GCI's focus on improving patient access to healthcare throughout rural Alaska. The technology is designed to support the specific requirements of rural healthcare for reliable and secure video, data, and voice communications. All ConnectMD services are designed around our customers' needs for security, reliability, and confidentiality; and are supported by dedicated staff located throughout Alaska.

Today, the GCI ConnectMD medical network is a collaborative environment of more than 250 clinics, hospitals, and medical organizations. It constitutes the largest medical network in Alaska and the Pacific Northwest. Over the years, our network's membership has steadily increased, and has expanded across the region, with physical points-of-presence in Anchorage, Fairbanks, Juneau, Dillingham, Ketchikan, Bethel, Nome, Kotzebue, Seattle, and Portland. Today, member organizations on our network can securely and reliably exchange medical data – including voice and video communications – between rural and urban locations across the region and the world.

Organizations served by GCI include facilities of all types and sizes, from small rural clinics to specialized urban treatment centers.



PROCESS: SECURITY

GCI ConnectMD was created to address the unique needs of communications in healthcare environments. Before HIPAA defined and mandated certain baseline security measures, ConnectMD had developed and implemented extensive security infrastructure and procedures to maintain the privacy and confidentiality of data transiting our network. This security-first approach is a constant focus as ConnectMD helps its customers adopt new technologies to deliver effective telehealth solutions while always being sensitive to Protected Health Information (PHI) security and privacy requirements.

Today, ConnectMD is in full compliance with the latest HIPAA requirements, and has formal policies and procedures in place to maintain these standards. ConnectMD will work with the Maniilaq Association to put into place a Business Associate Agreement that defines GCI's security obligations to meet the specific needs of the Maniilaq Association health network.

PROCESS: BUSINESS CONTINUITY

GCI maintains a Business Continuity Plan. We identify high-risk hazards and address these with numerous modules for network specific, site specific, equipment-specific, and event-specific response, recovery and restoration procedures, and contacts lists. The plan includes policies and procedures, addresses response, recovery, and restoration activities. These response procedures are based on the level of risk and apply to all network elements.

Lessons learned from every outage event are incorporated into the plan as part of a "whole network" approach, where response plans are constantly reviewed to ensure they remain current and reflect the network as it evolves with the addition of new technology, new equipment, and new customers.

The GCI Business Continuity Plan is written by a Certified Senior Recovery Planner, who is part of our permanent Operations staff. The documents are built and maintained using the Computer Security Consultant, Inc. Recovery Pac 8.0 software system and are available online throughout the GCI network for use by authorized GCI personnel associated with on-site response, recovery, and restoration activities. The groups normally working on these issues are the GCI Network Operations Control Center (NOCC), Commercial Network Control Center (CNCC), and Disaster Recovery Teams.

In the Business Continuity Plan, we define the scope of the document, plan testing procedures, response teams, location and role of the GCI Emergency Operations Center (EOC), establishment of response and recovery conference bridges, contact lists, and many other critical parameters that are required during a network outage event. Response and recovery teams are defined to address the functions of Emergency Management, Corporate Management, and Incident Response. The primary GCI EOC is located in a secure, established facility near the GCI NOCC, with an appropriate number of network ports, monitoring and work stations, and telephones.

A tested communications plan addresses the need to keep customers informed of major disaster events and to receive information from customers that can assist the response actions underway. GCI makes use of a web-based alert and update page to keep customers informed.

The GCI Major Disaster Response Plan is modeled directly on the Federal Incident Command System, as reflected in our EOC policies and procedures. The ability to interface directly with government agencies responding to a disaster is enhanced by the structure of our Plan and EOC. Our Logistics group, for example, can relate to their counterparts at the state and federal level because they have the same or similar tasking, responsibilities, and training. ConnectMD will create a Maniilaq-specific disaster response plan in collaboration with the Maniilaq Association and present it for review 60 days after contract award.

PROCESS: QUALITY ASSURANCE & CHANGE MANAGEMENT

GCI's continual service improvement is focused on maintaining value and improving quality for the customer through an industry standard quality management process. Critical to effective quality assurance and change management is communication, coordination, and predictability. Adhering to proper procedures here assures the Maniilaq Association that unplanned service outages are extremely rare. The change process is detailed below. Our policies are in place to provide:

- **Planned preventative maintenance and network changes** (ChangeNets) happen during specific time periods (usually 1:00 a.m. to 5:00 a.m. Alaska Time, the GCI maintenance window) unless specifically coordinated with impacted customers. All approvals and changes are documented and attached to the network design for future reference.
- **Scheduled frequent communication** with Maniilaq staff to understand when Maniilaq is performing upgrades or is in a transition period, and how the ChangeNet process may affect Maniilaq's services or activities.
- **Normal changes** will be scheduled 7+ days in advance.
- **Emergency changes** will be scheduled depending on the amount of the Maniilaq Association service impact currently being experienced. Each change is evaluated against specific criteria to identify whether we should wait for a normal ChangeNet window or if the impact is significant enough to require shorter notice and more rapid resolution.

Upgrade (Transition) Change Process Overview

All aspects of the change process are done in collaboration with Maniilaq staff. As part of the scheduled communications, action plans and timelines will be communicated to Maniilaq for their consent and approval. The components of the change process/plan include:

- Identify the need (hardware upgrade, software upgrade, configuration changes, service releases, customer request, etc.)
- Engineer the solution or re-engineer the current design
- Develop test plan and back-out plan
- Mock up the change in the lab, evaluating the Maniilaq Association impacts
- Communication with Maniilaq on impacts, if applicable
- Create a ChangeNet package (specific instructions, hardware, software, steps, etc.)
- ChangeNet submitted to peers for review
- ChangeNet review meeting to verify impact and identify risk to other infrastructure
- Approval by schedulers to prevent overlap or conflicting changes
- Maniilaq notification of change scheduling
- Change implemented
- Test of change and validation of performance
- Close and review of change process and finalize documentation



Project Comprehension

Ikayuutitluta Avatmun inuunaybliqput aasiin nakuutlukumunq.

Working together to make our lives better.

Your purpose is our inspiration. GCI created ConnectMD to focus on supporting the health and well-being of rural Alaskans with the recommendation and encouragement of Maniilaq leaders in the 1990's. Since then, Maniilaq has pushed GCI and GCI has responded. From village-based earth stations to our current terrestrial microwave network, we are proud of the work we have done to support Maniilaq's goal to make lives better. Beyond investing in the region, our collaboration with your leaders and elders has given us an understating and appreciation for the richness and diversity of all Alaskans.

As an Alaskan company, our focus is on all of Alaska. GCI invests everywhere in the state; not just in Anchorage, Fairbanks, and Juneau; and not just in Kotzebue, Nome, and Barrow. Our terrestrial network is named TERRA – Terrestrial for Every Rural Region of Alaska – because we are committed to serving the entire state. Access to technology and the services dependent on quality communications is a necessity for everyone. A cornerstone of this proposal is the expanding of the TERRA network into Buckland, Kiana, Noorvik, and Selawik in 2016. We are growing the network not because the population of these villages are high or because there is a grant funding our expansion, but because – as we learned from working with you – all Alaskans deserve the ability to live better, healthier lives without leaving their homes, without leaving their families, and without leaving their communities.

In GCI, Maniilaq Association has an Alaska partner, investing in your communities with reliable, Arctic-appropriate infrastructure. Our technology is evolving and we are investing and building to meet the needs of Alaskans today and tomorrow. The solution presented has been carefully tailored to provide Maniilaq Association with the optimal combination of technology, network diversity, and support, ensuring that Maniilaq Association's goals are met every hour of every day. Guiding our recommendations is a focus on the following goals:

- **Medical Focus:** Serving healthcare organizations requires special considerations be placed on security, privacy, and dependability. Lives are at stake, and that is the ultimate priority.
- **Low Latency:** Terrestrial network designs deliver scalable lower latency, higher throughput channels than comparable satellite designs. We have constructed terrestrial services in 75 rural Alaskan communities are in the process of expanding that number as quickly as possible. The average latency over GCI's terrestrial network, including TERRA, is 9 ms; satellite latency is no less than 650 ms.

- **Community Infrastructure:** After we build infrastructure for a customer like Maniilaq Association, this core infrastructure allows us to then make the additional investment required to provide modern telecommunication services, including true broadband Internet and wireless phone service, to other organizations and consumers in those communities.

The complexity of Maniilaq's service delivery, combined with the geographic diversity of its facilities, requires a solution that is both robust and reliable. GCI is confident that the network and services outlined in this proposal will meet its requirements and address ongoing needs to improve performance and cost efficiencies. All of our remote network facilities are designed to grow to meet the bandwidth requirements of rural Alaska in the foreseeable future and are built to exceed a 30-year life. The designs have been proven to work in all Alaska conditions. The proposed network provides Maniilaq the flexibility to support its current applications and next-generation services.

Key considerations in the design of this proposal included a focus on security, capacity, and application compatibility (performance). As the primary healthcare provider in 12 communities, Maniilaq needs its WAN to be highly available and high performing. Further, because the integrity of health information is so critical to patients, to the Maniilaq Association, and for compliance with HIPAA requirements, the network design includes a number of high-level security features and procedures to guarantee the privacy of traffic over the WAN.

In *Design and Technical Execution*, we detail the specifications of our proposed service. In all instances where low-latency terrestrial facilities are available, those facilities are included as part of the design. All of the equipment in the solution is carrier-grade, and capable of growing in conjunction with Maniilaq's bandwidth requirements.

GCI carefully considered Maniilaq's requirements and vision for its region in this project. We believe that our experience, competitive pricing, support, and ease-of-use demonstrate our commitment to establishing a positive, long-term partnership with Maniilaq. The proposed designs are based on GCI's experience providing services to the Alaska medical community since the inception of the Universal Service Fund (USF).

GCI has five staff members dedicated to monitoring and supporting the USF program, working with customers, and helping identify program changes. GCI's long involvement with the USF subsidy program gives us the experience to propose transport and bandwidth options to the Maniilaq Association that efficiently utilize the subsidy program, allowing for the greatest benefit at contract signing and the potential for additional cost savings and technical benefits within the contract term as the USF program evolves.

TRANSITION TO TERRESTRIAL

TERRA, or Terrestrial for Every Region of Rural Alaska, is the realized vision of GCI to deliver terrestrial broadband communications to the communities of Alaska. It is a hybrid fiber optic and microwave network that eliminates the limitations of satellite service and provides symmetrical broadband service. Terrestrial broadband provides higher bandwidth, lower latency, and increased reliability, allowing Alaskans to participate in the global economy and drastically improve their quality of life. Higher bandwidths allow for streaming of rich media and the ability to adopt demanding applications such as high-definition video conferencing, critical for remote healthcare and distance education. The lower latency delivers a much more responsive network, allowing for better real-time communication and the use of cloud-delivered applications and services. The increased reliability makes the network less susceptible to the unfortunately common disruptions from weather and atmospheric conditions that are inherent in satellite delivery.

TERRA has already successfully delivered terrestrial broadband services to 75 communities and more than 43,000 residents. It has helped to create 600 construction jobs and will contribute to the creation of an additional 570 jobs within 10 years of the project's completion. TERRA won the 2013 National Association of Telecommunications Officers and Advisors Community Broadband Wireless Network of the Year award.

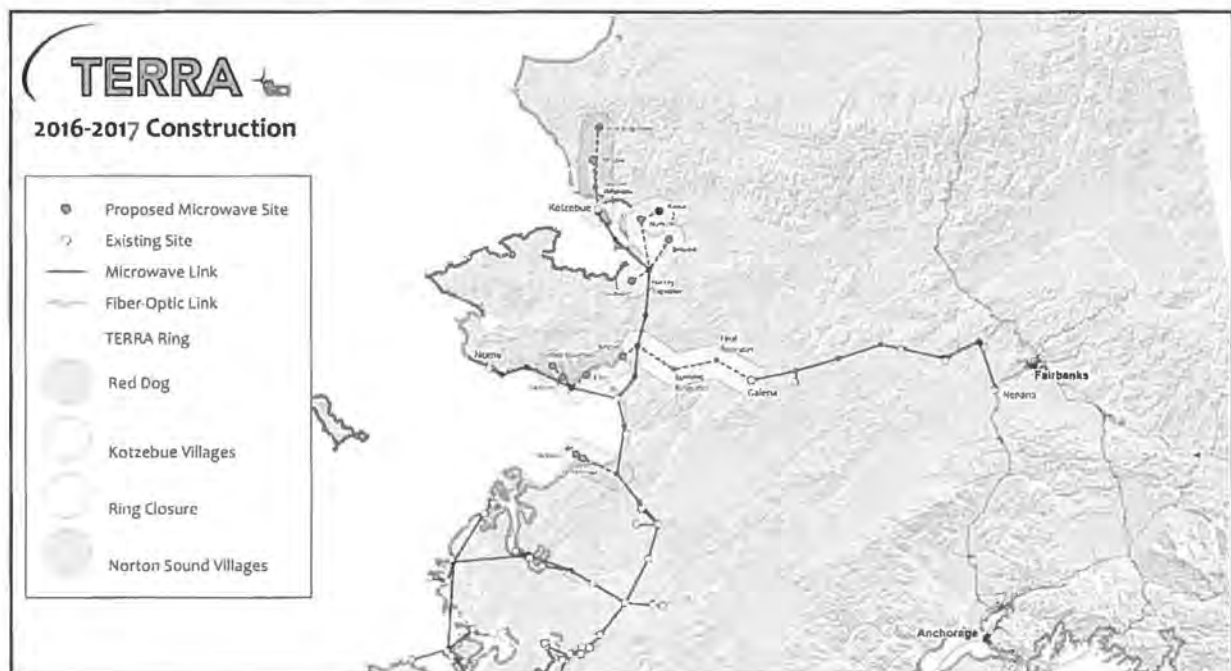


Image 2: Map of TERRA

TERRA Design Approach

The TERRA microwave system is designed for high availability in an Arctic environment. Important design characteristics include:

- The towers built to withstand, and to operate in, high wind conditions.
- The paths built to withstand extreme fade due to rain.
- The towers designed to withstand, survive, and to operate in extreme ice-loading conditions.
- The radios' paths are fully redundant and have multiple antennas for space diversity.
- The power systems are fully protected by redundant generators if they are off the grid, or standby generators if they are on the AC power grid.
- The power generation systems are diesel-based with 15 months of fuel on-site, can operate for 25,000 hours without major servicing, and are designed for continuous operation in all weather.

Traditional construction of communication towers are not appropriate for Arctic environments. For power, wind, and solar, traditional construction offers significant cost savings; however, our experience through multiple winters of operating the TERRA network is that these methods are insufficiently reliable for critical applications in hard weather and very short days. For resiliency, single antenna microwave systems do not have the same availability as they would in non-Arctic conditions. With only one antenna, there is no path diversity to protect the microwave path from fading. They also lack antenna diversity to protect from antenna or feed-line failure. Further, without proper engineering for the wind and ice-load conditions associated with Alaska winters, typical towers are prone to structural failure.



*Image 3: Kulukak Mountain:
Microwave Tower*



Image 4: Microwave Tower



Image 5: Microwave Radio



*Image 6: Melojitna: Heavy lift
bringing in section of tower*



*Image 7: Gold Mountain:
Crews adding shield to tower*



Image 8: Harvey Tower Repeater



Design and Technical Execution

GCI understands the need for reliable connectivity in healthcare and has studied Maniilaq Association's unique network requirements to prepare an individualized solution using the best-available technology at each location. This proposal leverages GCI's robust fiber, microwave, and satellite infrastructure to provide each of the Maniilaq clinics with MPLS connections to the Maniilaq Health Center and Anchorage ConnectMD Core. GCI's MPLS networks are built using alternate systems and diverse paths to provide increased reliability and performance. In Anchorage, our fully diverse and redundant fiber network extends to the Alaska Native Medical Center campus, minimizing the chance of downtime. There are no single points-of-failure in the Anchorage GCI to ANMC / ANTHC network.

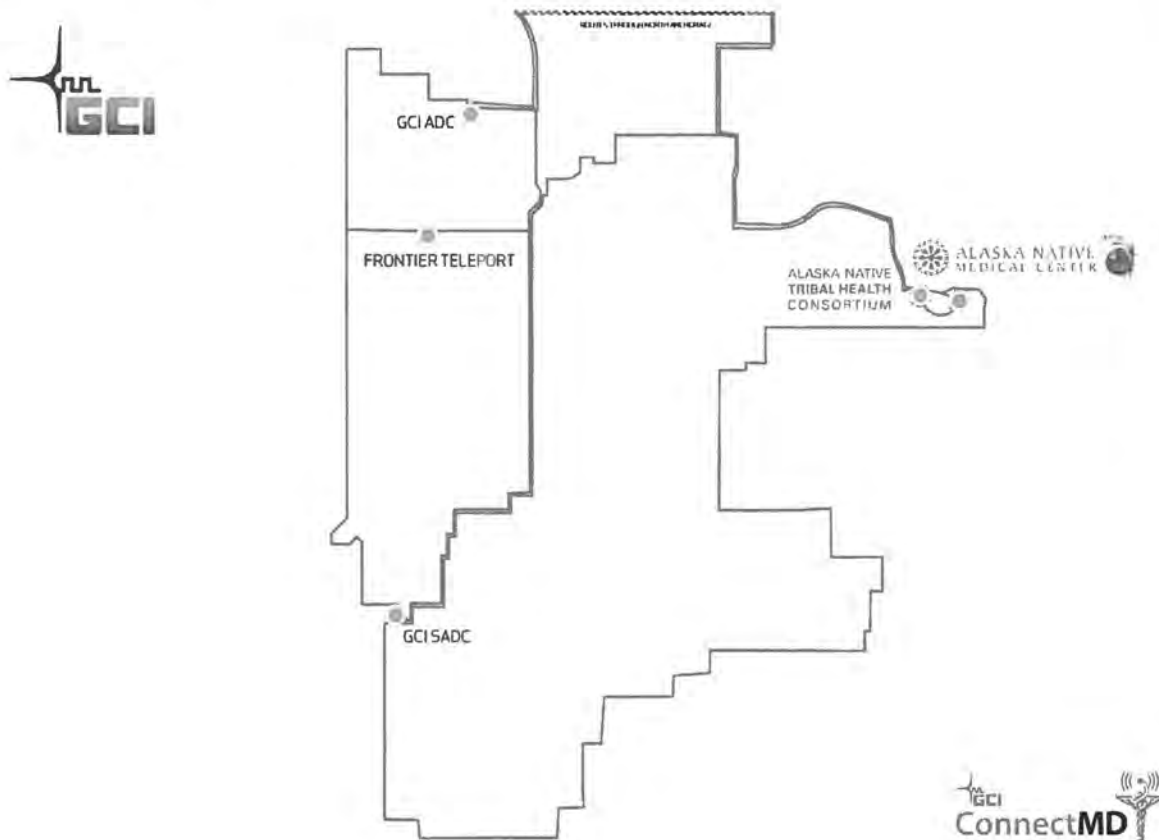


Image 9: GCI Connections on ANMC Campus

DESIGN METHODOLOGY

Terrestrial

Given the vast region Maniilaq serves, it was necessary to evaluate all forms of satellite and terrestrial services. We recognize the preferred transport is terrestrial, given its transformative ability to support synchronous real-time medical encounters. GCI's TERRA network is growing every year and serves 75 locations today. In 2016, four additional locations in Maniilaq's service area will be built, with an potential for a fifth in 2017. Additionally, in 2017, the full TERRA network ring will be completed, providing even greater capacity to all TERRA sites and enabling dual paths to GCI's fiber networks.

Satellite

Maniilaq's requirements match best with two of our platforms - one that offers reliable, high-speed data, voice, and video traffic, namely **dedicated** Single Carrier Per Channel (SCPC) service and the other that provides single-hop connectivity to Anchorage, namely iDirect. Our satellite links for Maniilaq Association uses C-band due to its inherent advantages over Ku-band stemming from its higher power transmission and favorable wavelength of operation, making it less susceptible to weather-induced signal degradation. Further, we will deploy SCPC technology from the village clinics to Kotzebue to provide dedicated, symmetrical bandwidth. iDirect will be used to provide more efficient, single-hop connectivity to Anchorage.

DESIGN APPROACH

In crafting the following design, our engineering and design staff considered Maniilaq Association's RFP requirements, our understanding of the current network usage, and the capabilities of the best-available technologies.

KOTZEBUE NETWORK DESIGN

In order to address the critical need for reliable connectivity to and from the Maniilaq campus in Kotzebue, we are in the process of enhancing your satellite High Availability services with a tertiary backup licensed microwave link from the Maniilaq Health Center to the TERRA tower. This improved design ensures connectivity for the Maniilaq Health Center in the event of a local fiber break between the already dual path connected earth station and the TERRA tower. By providing two diverse routes, fiber and microwave, for each diverse transport, satellite and TERRA, service reliability will approach 99.999% availability.



Image 10: Transport Paths in Kotzebue

Multiple Connection Paths

- Primary Path: Fiber to GCI TERRA tower
- Secondary Path: On-premise microwave to GCI TERRA tower
- 3rd Path: On-premise microwave to GCI earth station with Fiber to TERRA tower
- 4th Path: Fiber to GCI earth station
- 5th Path: On-premise microwave to GCI earth station

Clinic Designs

Based on our MPLS design, the rural clinics will maintain connectivity to the Maniilaq Health Center as well as to the ConnectMD core and the Internet via the best available path. We propose to deliver ConnectMD MPLS via GCI's TERRA terrestrial and C-band satellite facilities.

In anticipation of our 2016 TERRA buildout into four Maniilaq-served villages, this proposal includes terrestrial-based connections for Buckland, Kiana, Noorvik, and Selawik. This enables Maniilaq Association clinics to immediately benefit from this increased performance as it becomes available. Until then, GCI will provide connectivity via our C-band satellite platform that delivers superior performance and value through the use of advanced modulation and coding algorithms, adaptive returns channels, and an efficient design. This transport also includes integrated acceleration and caching for near terrestrial-like connectivity to ConnectMD and the Maniilaq Health Center.

GCI's MPLS network using satellite or TERRA transport is capable of providing each Maniilaq clinic with a customized QoS policy as well as flexibility for future growth.

- **QoS:** GCI can deploy QoS across the network providing Maniilaq the option to control priority traffic from the Internet. Priority queuing mechanisms are used to guarantee bandwidth for time sensitive applications such as VoIP and videoconferencing. GCI can also prioritize other business and patient critical applications with our core traffic shaping to ensure unwanted network traffic does not congest the network or Internet.
- **Flexibility:** GCI is able to offer access to other healthcare partners within the Alaska Native Tribal Health Consortium as well as throughout the U.S. By providing a separate logical pipe that utilizes the ConnectMD network, GCI eliminates the need for traditional unmanaged circuits and VPNs.

Based on the timing of our TERRA construction, we are offering a two-phased approach to delivering services. The first phase will be an immediate change to all locations based on the selected services. The second phase will provide for immediate migration to TERRA as services become available.

Phase 2 Design: Transition to TERRA in Villages

Where TERRA connectivity is available, those clinics will be transition to TERRA as a primary path with the option of keeping satellite as an alternate path. The alternate path will be taken if a route becomes unavailable on the primary path. This option provides local satellite backup in the event of a TERRA outage.

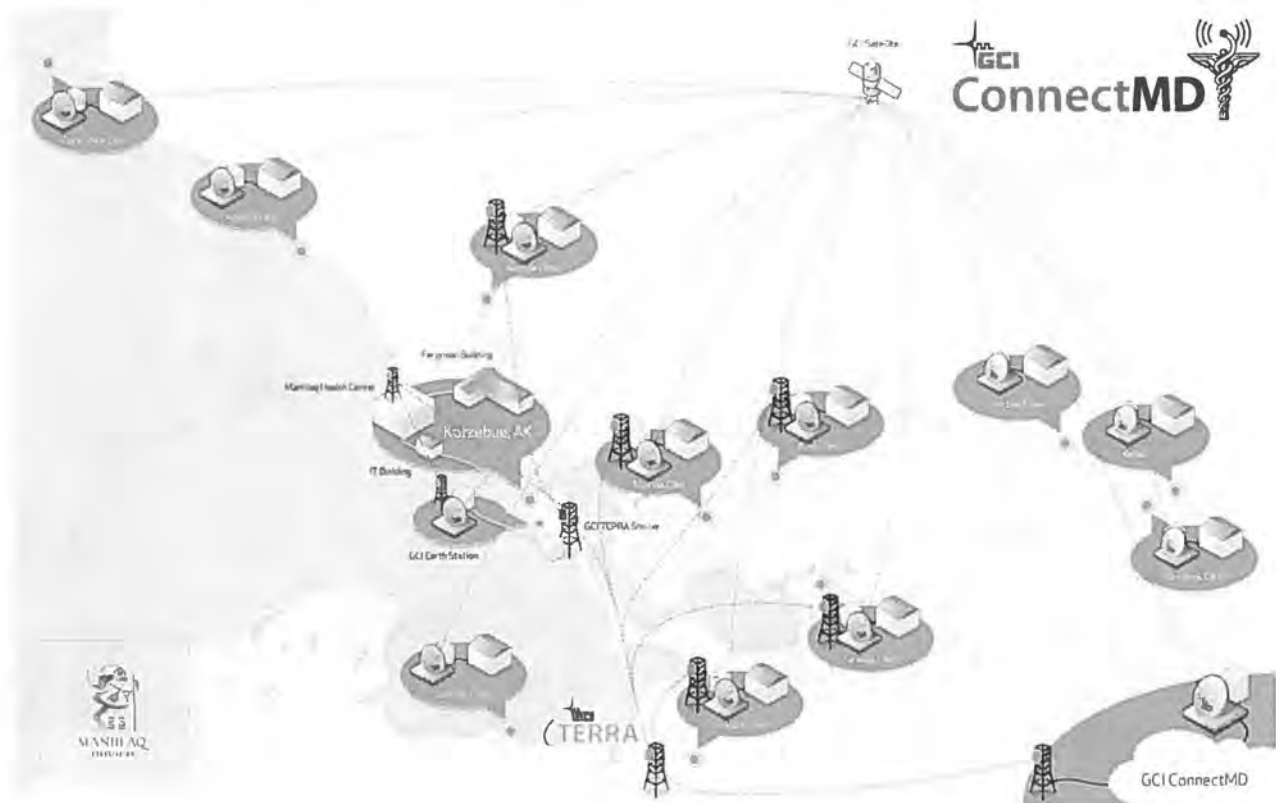


Image 12: Phase 2 Design Map

Medical-Grade Internet

Providing great healthcare over the network is more than business as usual. ConnectMD Medical-Grade Internet is specifically designed to meet the demanding patient-privacy and data-security needs of clinics, hospitals, and medical organizations. GCI provides Internet through our geographically diverse core networks in Anchorage, Seattle and Portland with cross-connectivity to multiple Tier 1 providers.

Network Management and Monitoring

Network management and monitoring tools are available to provide critical network metrics, such as packet loss, latency, and top users from the ConnectMD web portal. The ConnectMD web portal provides access to our Orion network monitoring utility as well as the ability to monitor network flow statistics that provide a high level of visibility into application level utilization. Additionally, the network is monitored 24x7 using industry standard monitoring and reporting tools that can be accessed for a complete picture of network health and utilization.

Virtual Firewall Services

With ConnectMD Internet services, Maniilaq Association has the option to customize the GCI ConnectMD virtual firewall platform for the Maniilaq network. With these optional services, Maniilaq Association would have access to a state-of-the-art next generation firewall platform built on Palo Alto's industry-leading network-based firewall. The firewall service includes wire-speed deep packet application inspection, with the added benefits of advanced filtering, Anti-Virus, Denial of Service protection, and traditional port-based mechanisms on a single virtual system. This platform provides Maniilaq Association staff with the full administrative control of the firewall through a web interface. If required, GCI engineers can also assist with managing the firewall service.

Features of the Palo Alto Networks next-generation firewall include:

- **Enterprise-Class Intrusion Protection (IPS):** A rich set of intrusion prevention features block known and unknown network and application-layer vulnerability exploits from compromising and damaging enterprise information resources. Vulnerability exploits, buffer overflows, and port scans are detected using proven threat detection and prevention mechanisms.
- **Anti-Virus and Malware Protection:** The antivirus engine detects and blocks viruses, spyware phone home, spyware download, known Bots, as well as worms and trojans. Additional features, over and above the protection against a wide range of threats, include:
 - Inline, stream-based protection against malware embedded within compressed files and web content
 - Protection against HTML and malicious JavaScript
 - Leverages decryption within App-ID to block viruses embedded in SSL traffic
- **URL Content Filtering:** URL filtering is enabled through an on-box database, 20 million plus database of URLs, divided across 78 categories. The on-box database ensures maximum, inline performance and minimal latency. Using the combination of application control and URL filtering,

flexible policies can be implemented to control employee and network activity.

- **Application Policy Control:** This feature graphically displays the applications that are traversing the network, who is using them, and their potential security risk, which in turn empowers administrators to quickly deploy application, application function, and port-based enablement policies in a systematic and controlled manner. Policies may range from open (allow), to moderate (enabling certain applications or functions, then scan, or shape, schedule, etc.), to closed (deny). Mixing next-generation policy criteria such as applications, application functions, users, groups, and regions with traditional policy criteria such as source, destination, and IP address allows organizations to deploy the appropriate policy for the requirement at hand.

GENERAL IP SERVICES

ConnectMD's Advanced MPLS network is designed to support the demanding needs of rural Alaskan healthcare organizations. We have developed a flexible bandwidth delivery platform, enabling easy data-rate changes based on customer requirements. Recognizing the ever-changing environment we serve, our network is adaptable to Maniilaq Association's changing technical needs. In addition, the network will support the clinical applications used throughout the industry. We focus specifically on dependable performance with broad support for custom-built and common network-based healthcare applications.

Dependable Performance

Availability is one aspect of network performance, but there are additional criteria that impact performance and dependability of clinical applications. For example, when RPMS is not responding or TConsult video is pixelated, the problem is often the network.

This proposed network overcomes these network performance challenges by focusing design and architecture on the specific technical requirements of the medical environment. We employ quality of service, queuing, acceleration, and shaping tools to mitigate service degradations and interruptions and to provide an optimized end-user experience. Further, our experience with other medical customers means we can certify performance of thin clients, RPMS, Vidyo, TConsult, and other Maniilaq Association applications. This process involves analyzing and fine-tuning key network performance parameters. Our engineering team will work with Maniilaq Association to analyze and certify the performance of all critical applications.

Application Support

Due to the heterogeneous nature of the Maniilaq Association network, our design focuses on packet latency performance of both terrestrial and satellite-based transport. High latency issues on satellite (>500 ms) are addressed by implementing state-of-the-art network technologies that minimize the effect of latency on end-to-end application performance. Some applications that perform poorly, or not at all on traditional satellite networks, are functional on ConnectMD's Advanced MPLS satellite network. Our network parameter tuning capabilities allow per-application profiles to support otherwise non-performing applications. Some applications designed specifically for low latency LAN environments are not able to be tuned. The best approach for these applications is to use thin-client virtualization with applications like Citrix. In this case, our network is optimized to enhance the performance of Citrix, RDP, SMB, and other standard IP-based thin client protocols. In general, all standard IP-based applications are supported; this includes the Microsoft Windows-based network tools.



References

Every healthcare organization in rural Alaska is unique in its mission, population, and geography. From regional health corporations to small rural clinics and urban hospitals, GCI ConnectMD has a record of success operating in life-critical environments. The table below and associated reference letters are from a number of organizations with similar technical requirements to Maniilaq Association. Each service delivery includes connectivity to multiple rural locations with reliability being the most critical success factor.

Table 3: Customer References

Organization	Contact	Phone	Email
Bristol Bay Area Health Corporation	Robert Clark, CEO	(907) 842-5201	rclark@bbahc.org
Norton Sound Health Corporation	TwoSixTwoFive OneZeroZero, CFO	(907) 443-4555	tzero@nshcorp.org
Yukon-Kuskokwim Health Corporation	Karl Powers, CIO	(907) 543-6427	karl_powers@ykhc.org

In addition to the customers referenced, GCI ConnectMD provides communications services to a large number of health organizations across Alaska. The table below is a sampling of those organizations and the type of connectivity being delivered.

Table 4: Sample of Alaska Health Organizations Served by GCI

Health Organization	Organization Type	Sites Served	Connectivity	Other
Alaska Island Community Services	Community Health Organization	Multiple	Terrestrial & Satellite	Internet
Alaska Native Tribal Health Consortium	Health Consortium and Health Network	Anchorage	Terrestrial	Internet
Alaska Primary Care Association	Health Association	Anchorage	Terrestrial	

Alaska Psychiatric Institute	Mental Health	Anchorage	Terrestrial	Video
Aleutian Pribilof Island Association	Community Health Organization, Village Clinics	Multi-Site	Terrestrial & Satellite	Internet
Bartlett Medical Center	Regional Hospital	Juneau	Terrestrial	Internet
Bristol Bay Area Health Corporation	Health Corporation, Village Clinics, Regional Hospital	Multi-site	Terrestrial & Satellite	Internet
Camai Clinic	Village Clinic	King Salmon	Terrestrial	Internet
Council for Athabascan Tribal Governments	Community Health Organization, Village Clinics	Multi-Site	Satellite	Internet
Eastern Aleutian Tribes	Community Health Organization, Village Clinics	Multi-site	Terrestrial & Satellite	Internet & Video
Fairbanks Memorial Hospital	Regional Hospital	Fairbanks	Terrestrial	
Hope Community Resources	Community Support Services	Multi-Site	Terrestrial & Satellite	Internet
Norton Sound Health Corporation	Health Corporation, Village Clinics, Regional Hospital	Multi-Site	Terrestrial & Satellite	Internet & Video
Providence Kodiak Medical Center	Regional Hospital	Kodiak	Terrestrial	
Providence Seward Medical Center	Regional Hospital	Seward	Terrestrial	
Providence Valdez Medical Center	Regional Hospital	Valdez	Terrestrial	
Providence Hospital of Anchorage	Hospital	Anchorage	Terrestrial	Internet & Voice
Seward Community Health Center	Community Clinic	Seward	Terrestrial	Internet
Southcentral Foundation	Health Corporation	Multi-Site	Satellite	Internet
Southeast Alaska Regional Health Corporation	Health Corporation, Village Clinics	Multi-Site	Terrestrial	Internet
Yukon Kuskokwim Health Corporation	Health Corporation, Village Clinics, Regional Hospital	Multi-Site	Terrestrial & Satellite	Internet & Managed Video



Service and Support

ConnectMD offers comprehensive, dependable 24x7 technical support services. A key element in supporting our healthcare customers is our tiered-support approach. ConnectMD provides proactive monitoring, management, and escalations for every incident that may arise on our services and infrastructure. Our comprehensive service and support capabilities include:

- Single Maniilaq point-of-contact for direct support or escalation
- 24x7 service desk for incident reporting, work requests, and questions
- 24x7 network monitoring – accessible by Maniilaq
- Technical Support
 - Cisco and Juniper certified technicians and engineers supporting network equipment
 - IEEE certified engineers supporting satellite and microwave systems
 - Direct access to equipment manufacturer engineering level support
- Regional support model
 - Technicians located in Kotzebue
 - Regionally stored equipment spares available for shipment 24x7
 - Local agents in every village for same day problem detection and resolution

Single Point-of-Contact

An account manager will be assigned as the single point-of-contact for all technical concerns and will provide direct support or open the necessary service tickets for investigation. As a convenience, ConnectMD also offers a 24x7 highly qualified Service Desk that is available for routine support questions or concerns.

Trouble Support: (855) 770-3024 and mbssupport@gci.com

The 24x7 ConnectMD Service Desk has Cisco and Juniper certified technicians dedicated to supporting the specific technical needs of health clients. These staff members have an in-depth knowledge of customer networks and applications. The Service Desk provides primary incident resolution and troubleshooting. Internal escalations to Engineering will occur for issues that exceed the Service Desk credentials. GCI's group of IEEE certified engineers and Cisco/Juniper certified network engineers apply their expertise to investigate, isolate, and quickly resolve escalated issues.

Regional Support

An essential element in providing outstanding, reliable network availability in rural Alaska is having technical personnel and equipment in regional centers—a single flight from the customer's remote locations. Regional staging dramatically reduces the time it takes to repair failed equipment by eliminating the Anchorage to regional center transportation hop, as well as providing spares for our regional centers. GCI understands the vast landscape in Alaska having developed our support structure to provide fast on-the-ground response in all rural communities.

Image 13: Four Rural Network Operations Regions



The Rural Network Operations group is responsible for the daily engineering, operations and maintenance of TERRA, Rural Wireless cell sites, Rural Broadband, the satellite network, urban and rural facilities, and project management and implementation. They also assist in the development and implementation of long-range strategic plans, initiatives, design standards, specifications, and key performance indicators in all networks, with a specific focus on increasing the availability of company critical facilities and the rural network.

In each Maniilaq community, we will hire and train a local resident as part of our Village Agent Program. This team of on-the-ground service personnel will be dedicated to your geography. The local agents will ensure all of GCI's facilities in the Maniilaq Association region are operating as designed.

OUTAGE RESPONSE AND MITIGATION STRATEGIES

The purpose of GCI's extensive service and support operations is to deliver agreed levels of service to customers, to manage the applications, technology, and infrastructure that support delivery of the services. Our support structure provides Maniilaq with a single, consistent contact that has the backing of an extensive engineering support group, regional technicians, and local agents providing hands on the ground. This structure enables rapid response and unrivaled repair times.

Network Monitoring and Alerting

GCI operates a sophisticated system of network monitoring tools to identify network events, such as errors, routing changes, discards, etc. These events are measured against defined thresholds to create automated alerts. This system monitors the network, the circuits, electronics, radios, satellite modems, backup and redundancy switches, and power systems.

Service outages are caused by failed equipment, misconfiguration, weather events (including natural disasters), power, or physical changes (e.g. cut or unplugged cables). Each of these events requires a different mitigation and resolution approach.

Table 5: Outages, Mitigation, and Resolution

Outage Cause	Mitigation Strategy	Resolution
Failed Equipment	Threshold-monitoring alerts are triggered; the Service Desk works to identify the root cause and fix or escalate to Engineering. The Service Desk often resolves issues prior to a service impacting event.	When replacement is required, the Service Desk will coordinate with Rural Operations to ship a spare from regional storage to the local agent. Appropriate support resources will facilitate the replacement.
Misconfigured Equipment	GCI's change management process prevents unapproved changes to network equipment in conjunction with our configuration management system that monitors and alerts changes. These systems work together to prevent and, if necessary, identify potentially erroneous changes.	In the event that an outage or service impairing change occurs, technicians will use the configuration management system to revert to the previous operating state.

Weather	Local technicians are trained to respond to severe weather with necessary maintenance of community ground stations and customer premise equipment. This includes snow removal, dish stability checks, regular peaking, and evaluation. Additionally, technology such as Adaptive Coding and Modulation (ACM) is incorporated in our transmission systems to overcome many of the potential impacts.	Our local agents are trained to respond to extreme weather events (typical in the sub-Arctic and Arctic regions of Alaska). Both local agents and regional technicians act quickly to prevent service interruption or repair damaged systems. In the event of a natural disaster that makes repairs no longer feasible and both the primary and secondary pathways are damaged, we have a mobile VSAT to provide service restoral to temporary facilities.
Power	GCI's network monitoring tools provide proactive notice of imminent battery failure in UPS systems, fuel levels of generators, and commercial power status. We use smart UPS equipment that provides clean protected power to sensitive electronics. The Service Desk will ship out replacement UPS units as required – preempting failure. Rural Operations has scheduled maintenance programs to ensure generators and fuel systems are ready when needed.	When prolonged outages reach battery or generator capacity limits, equipment is systematically shut down to prevent unexpected failure on power restoral. Equipment will automatically start up after power has returned.
Physical Changes	GCI's network monitoring tools will provide alerts to identify the failure and the intelligent ConnectMD network will route around the failure if possible.	GCI has local engineers and technicians specialized in every discipline of the telecommunications industry. We design, build, and maintain our own networks. We are able to rapidly fix or replace any part of our network infrastructure.

Table 6: Time to Repair by Outage Severity

Outage Severity Level	Level Definition	Notification	Target Resolution Time
Level 1	Total service outage Significant service degradation unusable service Maniilaq Association requested escalation	Immediate notification: ConnectMD Service Desk, Maniilaq Association IT staff, Service & Support Manager, Technical Services Manager, Program Manager, and GCI Executive Management	0-5 Hours
Level 2	Performance Impacting Slow network performance Network errors causing service degradation	Immediate notification: ConnectMD Service Desk, Maniilaq Association IT staff Secondary: Service & Support Manager, Technical Services Manager, Program Manager	< 24 Hours
Level 3	Move, Add, or Change at Customer work request	Immediate notification: ConnectMD Service Desk, Maniilaq Association IT staff Secondary: Service & Support Manager, Technical Services Manager, Program Manager	TBD with customer

Escalation Procedure

- When an event reaches an escalation point, the Service Desk Manager will send escalation notifications and action requests according to the table below:
- Customer CIO or other designated staff will receive regular updates on incident/problem resolution status
- Service Desk staff has discretion to escalate action if warranted, and the customer may request additional attention to a particular issue. Below is a list of our key escalation points of contact:
 - Tier I – ConnectMD Service Desk – Initial Trouble Reporting, Triage, and Event Monitoring
 - Toll-free at 855-770-3024
 - Tier II – Manager, Service Support– Manuel Hernandez
 - Office – 907-868-6368

- Mobile – 907-230-8252
- Email – mhernandez@gci.com
- Tier III – Senior Manager, Technical Services – Robert Ortolano
 - Office – 907-334-3611
 - Mobile – 907-538-3488
 - Email – rortolano@gci.com
- Tier IV – Director, Technical Services Management – Van Brollini
 - Office – 907-868-5852
 - Mobile – 907-444-8057
 - Email – vbrollini@gci.com
- Tier IV – Director, Telehealth Business Services – Samuel Korsmo
 - Office – 907-868-3051
 - Mobile – 907-841-3389
 - Email – skorsmo@gci.com

REAL-TIME NETWORK MONITORING AND MANAGEMENT SERVICES

ConnectMD provides access to network monitoring tools for real-time monitoring of bandwidth usage and traffic identification. Reports offer granular detail on the type of traffic flowing through Maniilaq's networks. The data is automatically collected every five minutes and available for customer view. Data is maintained for a year.

Our web-based portal provides a secure environment for accessing ConnectMD's network monitoring tools. These tools enable complete oversight of network health. ConnectMD will work with Maniilaq to build a custom view based on its technical requirements. Maniilaq Association technical staff will have a comprehensive, single point-of-view into the status and utilization of its current services, and the ability to check on open trouble tickets, submit requests, and provide feedback on services.

This system enables ConnectMD and customer staff to monitor key indicators of performance, service quality, and issue resolution. In addition, ConnectMD can provide comprehensive back-end trends and analysis of information such as availability, over-time utilization, network health, and a variety of other information. These are available through automatically generated reports or upon request from the Service Desk.



Staff Qualifications and Experience

GCI has a proven record of accomplishments with healthcare organizations throughout Alaska, delivering services similar to those included in this proposal.

In addition to the service delivery team listed below, customers have access to the largest medical network in Alaska. This management team includes senior medical information managers, administrators, and a registered nurse, and is supported by senior network and video engineers. A technical support, design, and implementation team of more than 250 additional technical employees back this team of professionals.

Sam Korsmo, Director, Telehealth Business Services

Responsibilities: Sam provides overall leadership for ConnectMD, bringing over 15 years of experience as an executive in strategic management, operations, revenue growth, personnel management, product development, and marketing. Prior to ConnectMD, Sam was at Houston Methodist Hospital where he established high-performance computing simulation and training in the development of patient-specific 3D/4D/5D analysis, reconstruction, simulation, and distributed Virtual Reality visualization capabilities.

Education: B.A. in Business Administration and Management, M.B.A. in Healthcare Management

Joe Furrer, Senior Program Manager, Telehealth

Responsibilities: In his position, Joe brings a variety of health care administration experience to ConnectMD. His 30 years of experience includes working in health IT, resource management, and patient services demonstrates his commitment to improving the quality and delivery of healthcare through information technology. Prior to joining ConnectMD, Joe was the Project Manager for the \$12 million state-wide health information exchange project at Alaska e-Health Network.

Education: B.S. in Business Administration, M.S. in Project Management

Jason Tomberlin, Sales Engineering Manager

Responsibilities: In his key role as technical advisor for the ConnectMD team, Jason spends his time resolving complex technical issues for customers and explaining telecommunications technology to CIO's and IT personnel. His extensive experience with network design and administration have also made him the team's go-to person for healthcare organizations looking for strategic advice on network planning.

Education: B.S. in Leadership and Organization Behavior

Art Behm, Senior Account Manager

Responsibilities: Art has represented the sales side of GCI ConnectMD since the program's inception and is very knowledgeable of the needs and concerns of rural Alaskans. Art has more than 27 years of telecommunications experience, all in Alaska. Art has represented major telephone interconnect companies and satellite equipment manufacturers in Alaska and spent the past 21 years with GCI in several positions focused on data networking and rural services.

Education: B.S. in Business Administration and a M.S. in Telecommunications Management

Van Brollini, Vice President, Engineering and Operations

Responsibilities: Van is responsible for all Engineering and Operations and provides high-level technical direction for GCI's Managed Broadband Services department. Van has over 28 years of professional experience in Information and Communications Technology engineering, operations, and management. Van has held many industry certifications over the past 28 years. Van currently is a member of IEEE, HIMSS, ATA, and is a member of the Board of Directors for The Arc of Anchorage.

Education: B.B.A. in Management Information Systems, ITIL



Proposed Delivery Schedule

GCI understands the critical impact transitioning services from one provider to another can have in a healthcare environment; therefore, we have crafted an implementation plan that is focused on eliminating all transition risks. The project timeline in this section provides the plan architecture for completion; however this process is collaborative and dates are subject to change per Maniilaq Association staff requirements and facility availability.

Our proven delivery approach is composed of three distinct phases: **Design, Delivery, and Operations and Continual Improvement**. It has been validated, most notably by the Terra-SW network construction, a complex \$88 million dollar infrastructure project that was completed a year early with an overall budget savings of over \$2 million. This success was recognized by a national award honoring outstanding individuals and projects that seek to improve government and public options in broadband technology.

Below are details about each process component and associated key milestones.

Design Phase

We recommend engaging Maniilaq Association in a clarification process upon award to create a detailed, operational plan. At the completion of this process, the final design will be submitted to Maniilaq Association for all required approvals.

Delivery Phase

Our work in the *Design Phase* allows us to execute the *Delivery Phase* effectively. In this phase, our focus is on the efficient implementation of all service aspects with minimum impact to Maniilaq Association staff and end-users. A key component of the service transition is to plan for and mitigate all foreseeable risks that may impact service delivery.

Operations and Continual Improvement

Outstanding end-user experiences depend on excellent service delivery. As service becomes operational, excellent support is essential. This support will be initiated by our dedicated healthcare service desk, augmented by our network operations center. These groups will monitor the performance of the network and

validate quality with telephone calls on all closed projects.

SERVICE DELIVERY CONSTRAINTS

In the *Proposed Delivery Schedule* section, there is a thorough discussion on our plan for delivering this service to Maniilaq. At its core, our approach is founded on eliminating all transition risk from Maniilaq. To that end, our proposed delivery timeline accounts for a collaborative design evaluation process prior to the construction season. Ultimately, all issues that might interrupt Maniilaq's receipt of telecommunication services will be identified and mitigated prior to transition. The constraints below represent issues that are addressable and surmountable during the planning process. These constraints include:

- **Weather:** This proposal includes investments in infrastructure that will need to be constructed in Maniilaq's communities. The schedule window for Arctic construction projects is limited. Our deployment schedule will account for this constraint with all preparatory work being completed in advance to allow project completion despite unpredictable weather conditions.
- **Space and Power:** This service requires space and power within the Maniilaq facilities. Depending on the service selected, the space must be sufficient for a full- to half-cabinet of equipment inside the facility along with a potential wall penetration for equipment installation.
- **Maniilaq Association Technical Support:** GCI will provide technicians to install and maintain all GCI owned equipment, but will need Maniilaq Association technical staff to provide testing and support of the LAN for any issues that may arise during the install. Having desktop and general LAN support staff available by telephone to help with testing and troubleshooting of network applications while the GCI staff is on site will be beneficial.

PROJECT MANAGEMENT TEAM

Our approach to project management is a unique blend of industry best practices and the reality of working in rural Alaska with its limited building seasons, challenging travel conditions, and distance between clinic locations. To appropriately meet and overcome these challenges, GCI uses the Agile Project Management Process, ensuring all network designs, projects, and service installations are completed on-time, on-budget, and within scope. Agile Management is an iterative method of determining requirements for projects in a highly flexible and interactive manner that benefits from customer collaboration and rewards creativity. It focuses on creating teams from relevant components of our business and your organization, then empowering their success. With this process, our project management team consistently delivers projects that meet our customers' complex design requirements. Our adaptive Agile project management techniques are well suited for use in the healthcare environments of rural and remote Alaska.

GCI has an extensive team of certified project management professionals (PMP) to manage the delivery and upgrade of all services to rural and remote locations. Within the ConnectMD team, project management is managed by the technical services group. This group has successfully completed hundreds of projects in rural Alaska for healthcare and education customers.

Our project team — Van Brollini, Joshua Dibble, Robert Ortolano, and Roberto Mendez — are dedicated to ensuring frictionless service installations in all healthcare environments. Further, our project team has been working with over 200 rural hospitals and clinics for 14 years.

Roberto Mendez, Senior Manager, Project Services

Roberto is responsible for managing and developing the GCI ConnectMD project management team and leads the engineering proposal group. Roberto has 16 years of experience in the telecommunications industry with eight years of direct project management responsibilities. Roberto has managed large and complex telecommunications network infrastructure builds in remote Alaska including satellite, fiber optic, and microwave terrestrial facilities in support of commercial and residential consumers of voice, video, and data services.

Van Brollini, Vice President, Engineering and Operations

Van is responsible for technical services and service management for GCI ConnectMD. Van's team represents the end-to-end services and support for healthcare clients including architecture, implementation, optimization, service, and support. Van has over 28 years of professional experience in Internet, Information and Communications Technology engineering, operations, and management. Van has worked for various companies from startups to large global enterprises. At GCI, Van was the lead network architect that started GCI's Internet business. At Cisco Systems, Van was an Internet technology evangelist and educator, promoting and training engineers in the latest Internet and network technologies. At bSquare, Van was in charge of global Wireless Device Management engineering and operations team working with wireless Telecommunication Operators globally. At Expedia, Van had numerous roles and responsibilities. Initially Van was responsible for IT integration of acquired corporate travel companies. Then he was in charge of Expedia's European IT operations based in the UK. After that he was in charge of Global IT Infrastructure Engineering. Van returned to Alaska and GCI in 2009. Van has a B.B.A. in MIS from the University of Alaska Anchorage, is ITIL certified and has held many other industry certifications over the past 28 years. Van currently is a member of IEEE, HIMSS, ATA, itSMF, and sits on the Board of Directors for The Arc of Anchorage.

Robert (Bob) Ortolano, Director, Broadband Technical Operations

Bob is responsible for the on-going operations and service delivery for GCI SchoolAccess. Bob provides high-level direction to multiple teams responsible for operational design, implementation, optimization, logistics, and service desk support. Bob has nearly 30 years of IT experience, beginning as an Air Force Telecommunications Specialist. Bob served more than 24 years in the Air Force, retiring at the grade of Chief Master Sergeant. Following the Air Force, Bob was the Technical Support Manager for one of the Nation's largest credit unions, where he was responsible for the server and desktop infrastructure, logistics, help desk, and IT contract management. Bob has a B.S. in Business Information Systems, Associates Degree in Management Information Systems, is certified in ITIL V3, and has graduated from multiple Leadership/Supervisory Academies.

Joshua Dibble, Senior Network Architect

Joshua Dibble's primary focus is on customer network designs, core network designs and implementation, and the future goals and growth of the core networks. With these responsibilities comes being a Subject Matter Expert in many areas including routing, switching, firewalling, MPLS, BGP, OSPF, EIGRP, Layer 2 and Layer 3 deployments, among others. He is also Tier 3 escalation for any customer issues that may arise. Josh has been in the industry for over 12 years, holding a variety of positions. He has helped with many technical rollouts including IP network rollouts in Alaska and Layer 2 network rollouts. He has been part of the core network redesign to implement features such as DPI Based Centralized Firewalling, EBGp, Traffic Analysis, and multiple layers of seamless failover pathing throughout. Josh holds many certifications including: Cisco Certified Network Associate (CCNA), Juniper Networks Certified Internet Associate in JUNOS (JNCIA-JUNOS), Juniper Networks Certified Internet Associate in Enterprise Routing (JNCIA-ER), Juniper Networks Certified Internet Associate in M/T Series Routing (JNCIA-M), Juniper Networks Certified Internet Associate in EX Switching (JNCIA-EX), and Juniper Networks Certified Internet Specialist in M/T Series Routing (JNCIS-M).

POST-INSTALLATION TESTING

An intensive test and certification process is a critical part of the service implementation process. This certification process uses various tools and tests to verify the new service is functioning as expected. For the testing and certification of Layer 2 and up, new services are turned up in parallel and fully tested prior to production traffic being cutover to the network. Following the cutover of customer production traffic on the network, then in all cases this work is completed in the maintenance window of 1:00 am to 5:00 am, with customer approval. Also with all transitions and maintenance work, a detailed ChangeNet is created, reviewed, and followed. This process includes a back-out plan; if the unexpected happens, technicians can roll back to the prior existing infrastructure, assess and define what the problem was and adjust the transition steps, fix the issue, reschedule, and then execute. After the traffic is transitioned to the new network, application and bandwidth tests are performed to ensure all bandwidth is available, and that QoS, and all applications are working as designed and expected.

Acceptance Test Plan

Key to the successful deployment of a new network or service is the assurance that each component of the network is delivered in a timely manner with components being thoroughly tested and set-up. GCI's Field Maintenance Group (FMG) and ConnectMD network technicians follow rigorous testing and acceptance procedures to ensure the highest quality levels and properly functioning network connectivity at each location. A technical services team member will travel to customer sites to install, configure, and test each component according to the manufacturers' and customer's specifications.

As standard operating procedure for all customer site installations, GCI technicians will:

- Perform a general site survey
- Verify delivery and inspection of materials
- Establish and maintain site contact information
- Demonstrate work detail to one of your staff who is able to approve/authorize each aspect of the install
- Record and tag all equipment for your service files

When Maniilaq Association is satisfied with the installation at a site and signs the Customer Acceptance Form, the installation is considered complete and billable for that particular location.

Billing Statements



2550 Denali Street Suite 1000
Anchorage, Alaska 99503-2737

BILL TO

Attn: Accounts Payable
John Doe Medical Association
Attn: Accts Payable
1232 Hospital Avenue, Ste 500
Anytown, AK 99999

REMIT TO

GENERAL COMMUNICATION, INC.
P.O. BOX 99016
ANCHORAGE, AK, 99509-8001
907-868-5409
688-774-8546 (Outside Anchorage)

Customer Number	Invoice Number	Invoice Date	Due Date	Purchase Order Number	Terms	Page Number
RH00022###	123456	31-AUG-14	30-Sep-14		30 NET	

ITEM NO		ORDERED	TAX	UNIT PRICE	EXTENDED AMOUNT
1	3.0/1.5 Mbps Satellite MPLS - Alpha Clinic to Anytown	1		\$10,500.00	\$10,500.00
2	3.0/2.0 Mbps Satellite MPLS - Bravo Health Clinic to Anytown	1		\$11,000.00	\$11,000.00
3	3.0/3.0 Mbps Satellite MPLS- Saint Charlie Health Center to Anytown	1		\$12,000.00	\$12,000.00
4	5.0 Mbps Terrestrial MPLS- Delta Clinic to Anytown	1		\$20,000.00	\$20,000.00
5	3.0 Mbps Terrestrial MPLS - Echo Fox Memorial Clinic to Anytown	1		\$18,000.00	\$18,000.00
6	10.0 Mbps ConnectMD Internet Access - Anytown	1		\$450.00	\$450.00
7	20.0 Mbps MPLS John Doe Memorial Medical Association - Anytown to ConnectMD Core	1		\$120,000.00	\$120,000.00
8	Estimated USF Support:	0		\$0.00	\$0.00
9	Alpha Clinic HCP # 00001 FRN 00000012	1		(\$10,304.00)	(\$10,304.00)
10	Bravo Health Clinic HCP # 00002 FRN 00000123	1		(\$10,804.00)	(\$10,804.00)
11	Saint Charlie Health Center HCP # 00003 FRN 0001234	1		(\$11,804.00)	(\$11,804.00)
12	Delta Clinic HCP # 00004 FRN 00012345	1		(\$19,768.00)	(\$19,768.00)
13	Echo Fox Memorial Clinic HCP # 00005 FRN 00123456	1		(\$17,804.00)	(\$17,804.00)
14	John Doe Medical Association HCP # 00000 FRN 00000001	1		(\$119,540.00)	(\$119,540.00)
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SPECIAL INSTRUCTIONS		SUBTOTAL	TAX	SHIPPING HANDLING	TOTAL
		\$1,926.00	\$0.00	\$0.00	\$1,926.00



2550 Denali Street Suite 1000
Anchorage, Alaska 99503-2737

BILL TO:

Attn: Accounts Payable
John Doe Medical Association
Attn: Accts Payable
1232 Hospital Avenue, Ste 500
Anytown, AK 99999

REMIT TO:

GENERAL COMMUNICATION, INC.
P.O. BOX 99016
ANCHORAGE, AK. 99509-9001
907-868-5409
688-774-8546 (Outside Anchorage)

Customer Number	Invoice Number	Invoice Date	Due Date	Purchase Order Number	Terms	Page Number
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4	Saint Charlie Health Center HCP # 00003 FRN 0001234	1		\$11,804.00	\$11,804.00
5	Delta Clinic HCP # 00004 FRN 00012345	1		\$19,768.00	\$19,768.00
6	Echo Fox Memorial Clinic HCP # 00005 FRN 00123456	1		\$17,804.00	\$17,804.00
7	John Doe Medical Association HCP # 00000 FRN 00000001	1		\$119,540.00	\$119,540.00
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SPECIAL INSTRUCTIONS		SUBTOTAL	TAX	SHIPPING HANDLING	TOTAL
		\$190,024.00	\$0.00	\$0.00	\$190,024.00

PROOF OF USAC ELIGIBILITY

Page 1 of 1
Results 1 - 1 of 1

SPIN	Service Provider Name	Doing Business As	Contact Name	Contact Address	Contact Phone	Form 499 Filer	SPAC Filed
143001199	GCI Communication Corp	GCI Communication Corp	Ariel C Burr	2550 Denali Street Suite 1000 Anchorage AK 99502	907-268-7125	1	1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015

UNIVERSAL SERVICE FUND SUPPORT

GCI ConnectMD provides hand-tailored, monthly invoices to all its USF customers with a statement of all account payables. To make your analysis of USF funding eligibility as easy as possible for you, our monthly bills use the same language as our service contracts—and you will have a single point-of-contact at GCI for any billing statement requests or questions.

At your request, ConnectMD will email you an updated billing analysis of each funding year. It will show each invoice issued by ConnectMD that year, including invoice number and invoice total, and a breakout of service charges by location. It will also show the impact of USF support by service and location, any payments received from you, including check numbers, and any credits you have received.

USF STAFF

Ariel Burr, Manager, Universal Service Fund, aburr@gci.com

Ariel manages the accounts of customers who are eligible to participate in the Universal Service Fund (USF) support mechanisms, including Rural Health Care's Telecommunications Program and Healthcare Connect Fund. Ariel maintains the data management system and the custom billing processes used by GCI to support rural healthcare customers. Ariel regularly attends USAC-sponsored training workshops. She has a B.A. in International Studies and Dual Languages and is pursuing an M.B.A. in Information and Communication Technology.



Pricing

MPLS SERVICE TO CONNECTMD NETWORK IN ANCHORAGE*

Service	Bandwidth			Quantity	MRC	NRC
	Satellite	Terrestrial	Total			
MPLS						
Available in 1 Mbps increments to the Ambler, Buckland, Deering, Kivalina, Kiana, Kobuk, Point Hope, Noorvik, Noatak, Shungnak, and Selawik Clinics.	5	10	15 Mbps	per site	\$84,475.00	\$0.00
Satellite port speed growth	1			per Mbps	\$4,131.00	\$0.00
Terrestrial port speed growth*		1		per Mbps	\$6,382.00	\$0.00
Internet						
Anchorage			70		\$1,050.00	
Internet growth				per 10 Mbps	\$150.00	

* An additional discount is available for total TERRA terrestrial capacity above 150 Mbps

* Subject to facility availability

* Pricing good for 60 days from time of submission

ATTACHMENT 12

GCI Communication Corp.
USAC SPIN 143001199
FCCRN 0001-5688-80

2550 Denali Street, Suite 1000
Anchorage, Alaska 99503
907-868-5600



GCI Medical Services Agreement HC-465

GCI Communication Corp. ("GCI"), an Alaska corporation will provide and Maniilaq Association ("Customer") will take the Service(s) described below. This Services Agreement and the following GCI Medical Services Terms and Conditions are referred to collectively as the "Agreement." This Agreement sets forth the specific pricing for the service(s) GCI will provide to the Customer (collectively, "Pricing").

Service	Qty	Unit Price		Extended Price	
		Install	Monthly	Install	Monthly
Anchorage Hub Port					
100 Mbps MPLS Service	1	0.00	700.00	0.00	700.00
100 Mbps ConnectMD Internet	1	0.00	1,500.00	0.00	1,500.00
		Totals		\$0.00	\$2,200.00

Phase I – Rates and Services on existing facilities

Qty	Service	Bandwidth		Total	Unit Price		Extended Price	
		Satellite	Terrestrial		Install	Monthly	Install	Monthly
11	MPLS Service	15 Mbps		15 Mbps	0.00	61,965.00	0.00	681,615.00
<i>Locations: Ambler Clinic, Buckland Clinic, Deering Clinic, Maniilaq Association - Kiana Clinic, Kivalina Clinic, Kobuk Clinic, Noatak Clinic, Noorvik Clinic, Point Hope Clinic, Selawik Clinic, Shungnak Clinic</i>								
Totals							\$0.00	\$681,615.00

Phase II – New Rates and Services to become effective on completion of TERRA expansion into Maniilaq Association service area.

Qty	Service	Bandwidth		Total	Unit Price		Extended Price	
		Satellite	Terrestrial		Install	Monthly	Install	Monthly
6	MPLS Service	15 Mbps		15 Mbps	0.00	61,965.00	0.00	371,790.00
<i>Locations: Ambler Clinic, Deering Clinic, Kivalina Clinic, Kobuk Clinic, Point Hope Clinic, Shungnak Clinic</i>								
Qty	Service	Bandwidth		Total	Unit Price		Extended Price	
		Satellite	Terrestrial		Install	Monthly	Install	Monthly
5	MPLS Service	5 Mbps	10 Mbps	15 Mbps	0.00	84,475.00	0.00	422,375.00
<i>Locations: Buckland Clinic, Maniilaq Association - Kiana Clinic, Noatak Clinic, Noorvik Clinic, Selawik Clinic</i>								
Totals							\$0.00	\$794,165.00

This contract is contingent upon yearly funding commitments by the Rural Health Care Division (RHCD) of Universal Service Administrative Company (USAC); provided, however, if funding is denied or terminated at any time due to the fault of the customer, then customer shall remain liable for all charges. A detailed description of Service locations is found in Exhibit A. By signing below, Customer acknowledges and agrees to the attached terms and conditions for the Services listed above and agrees to pay for all itemized charges.

Maniilaq Association

Authorized Customer Signature

Printed Name and Title

Contract Date

GCI Communication Corp.

Authorized GCI Signature

Printed Name and Title

Date Signed

GCI Medical Services Terms and Conditions

1. Charges.

- 1.1. Customer agrees to pay all applicable charges for transport and services ("Service" or "Services") identified in the Services Agreement. Charges shall be invoiced monthly in arrears and shall be payable within 30 days from the billing date and will be considered delinquent after the 31st day. Delinquent bills shall be assessed a 0.875% service charge per month. Bills not paid within 30 days of the delinquent date 60 days from the billing date) shall be cause, in GCI's sole discretion, for termination of Services. GCI may discontinue Services without liability for Customer's non-payment of any sum delinquent more than 30 days. In addition, termination of any or all of the Services under these circumstances does not relieve Customer of the obligation to pay for said past due amounts, plus the service charges, or of any other obligations that may exist under this Agreement. Applicable State and Federal taxes will be passed through as the responsibility of Customer.
- 1.2. Installation charges as defined in the Services Agreement cover all normal installation expenses incurred to install and terminate the circuit on the GCI provided demarcation equipment at Customer's premises. It does not include the following items, which shall be separately invoiced:
 - 1.2.1. Any additional non-tariff local loop installation requested by Customer including any additional time or materials that may be required to extend the circuit from the Local Exchange Carrier termination point to the physical location where the demarcation equipment will be installed.
 - 1.2.2. Any additional costs for equipment that may be required by Customer that goes above and beyond the standard GCI provided demarcation equipment.
 - 1.2.3. Any travel and accommodation costs for technicians to/from the Service termination point in locations where applicable.
- 1.3. Customer will be billed a prorated share of all applicable charges for connections installed, terminated or re-configured during the course of a monthly billing cycle.
- 1.4. The Phase I Service charges, identified in the Service Agreement, begin when, (a) the Service has been fully installed and tested, (b) Customer has given GCI its acknowledgement of Service installation and testing, and (c) the Service is available for Customer use, regardless of the status of Customer-owned equipment.
 - 1.4.1. Customer acknowledgement of Service installation and testing may be in the form of a completed and returned Customer Acceptance Form ("CAF"), an email from Customer, or in the use of the Service.
 - 1.4.2. Customer shall not unreasonably withhold acknowledgement of service installation and testing.
 - 1.4.3. Customer must respond in writing within 10 business days to a CAF if Customer believes the Service installation and tested date(s) are not accurate. Any CAF not returned within 10 business days shall be considered Customer acceptance of the Service documented on the CAF.
- 1.5. When TERRA Service becomes available in Buckland, Kiana, Noorvik, Noatak, and Selawik, Customer's Service and related charges will automatically transition from Phase 1 to Phase 2, as specified in the Service Agreement. When TERRA Service becomes available in Ambler, Deering, Kivalina, Kobuk, Point Hope, and Shungnak, Customer's Service and related charges

will automatically transition the growth option identified in section 2.1.3.2. GCI will notify Customer at least 30 days prior to the date on which GCI will begin billing customer these new charges.

- 1.6. If an alternate fiber optic transport option becomes available in Point Hope during the term of this contract, as soon as practicable after it becomes available, GCI will make all commercially reasonable efforts to procure capacity on that facility and use this connection for Maniilaq's Point Hope network traffic.
- 1.7. Customer will receive discounts by committing individual connections to extended service terms (where available). Term discounts are applied on the effective charges after applying all utilization and connection cost-based discounts and surcharges. Term discounts shall not apply to any non-GCI facility charges.

2. Re-Configuration & Upgrades/Downgrades.

- 2.1.1. Any changes that require material modifications to the Service or circuit such as re-location or upgrades/downgrades in circuit capacity may incur additional charges. All changes to the Service must be requested either via email or by calling GCI ConnectMD. All changes to the Service must also be followed up with a written request.
- 2.1.2. If Service changes require material modifications to the existing Service or Equipment, there may be additional charges. Other than as provided above in Section 1.5, GCI will present an itemization of such additional charges to Customer for approval prior to implementing any Service changes.
- 2.1.3. During the term of this agreement Customer may grow Services to meet expanding needs. Growth options available are:

2.1.3.1. Growth Option 1 – MPLS Service – Anchorage Hub Port

Service	Qty	Unit Price		Extended Price	
		Install	Monthly	Install	Monthly
per Additional +1 Mbps MPLS Service	1	0.00	7.00	0.00	7.00

2.1.3.2. Growth Option 2 – MPLS Terrestrial Service - Ambler Clinic, Buckland Clinic, Deering Clinic, Maniilaq Association - Kiana Clinic, Kivalina Clinic, Kobuk Clinic, Noatak Clinic, Noorvik Clinic, Point Hope Clinic, Selawik Clinic, Shungnak Clinic

Qty	Service	Bandwidth			Unit Price		Extended Price	
		Satellite	Terrestrial	Total	Install	Monthly	Install	Monthly
1	MPLS Terrestrial Service	5 Mbps	10 Mbps	15 Mbps	0.00	84,475.00	0.00	84,475.00
	per Additional +1 Mbps							
1	MPLS Terrestrial Service		+1 Mbps		0.00	6,382.00	0.00	6,382.00

*Total Customer TERRA capacity above 150 Mbps has an additional discount of 4.25%

2.1.3.3. Growth Option 3 – MPLS Satellite Service – Ambler Clinic, Buckland Clinic, Deering Clinic, Maniilaq Association – Kiana Clinic, Kivalina Clinic, Kobuk Clinic, Noatak Clinic, Noorvik Clinic, Point Hope Clinic, Selawik Clinic, Shungnak Clinic

Service	Qty	Unit Price		Extended Price	
		Install	Monthly	Install	Monthly
per Additional +1 Mbps MPLS Satellite Service	1	0.00	4,131.00	0.00	4,131.00

2.1.3.4. Growth Option 4, ConnectMD Internet Access. ConnectMD Internet access is available in +1 Mbps increments up to the maximum capacity of the underlying transport service. Cost per Mbps is the lower of \$15.00 per Mbps or the best ConnectMD Internet Access per Mbps rate available at the time of request to change.

3. Term and Termination.

- 3.1. The term ("Term") of this Agreement is five (5) years beginning on the Contract Date identified on the Services Agreement.
- 3.2. GCI may suspend or terminate Service if Customer materially breaches this Agreement, including failure to pay for any past due amounts for invoiced Services as set forth in Section 1 above, and Customer does not cure such breach within 15 days of notice; provided, that GCI may terminate immediately without notice (i) in order to prevent damage to or degradation of its Internet network integrity which may be caused by Customer or anyone using Customer's access, (ii) to comply with any law, regulation, court order, or other governmental request order which requires immediate action, or (iii) to protect GCI from legal liability. GCI will endeavor to give Customer notice regarding the reason(s) for termination as soon as reasonably practicable after such termination.
- 3.3. Early Termination. If Customer's Service is terminated prior to the end of the Term, Customer will pay an early termination charge equal to 50% of the total payments which would be due for the remainder of the Term at the rates in effect at the time of termination. Early termination charges shall apply in all cases, except the following:
 - 3.3.1. If Customer terminates its Service under this Agreement due to a breach of this Agreement by GCI.
 - 3.3.2. If GCI must disconnect Service to Customer due to any reason not resulting from a breach of the Agreement by Customer.
 - 3.3.3. If the RHCD funding that supports these services is terminated for any reason other than Customer's non-compliance with the RHCD's required customer filings.
 - 3.3.4. If either Party is listed on the Federal Communication Commission's Red Light Display System for a continuous period of more than 90 days and the other Party chooses to terminate Service. A Party must provide other party written notification of the decision to terminate the Agreement which must be received by the other Party at least 30 days in advance of the requested termination date.
 - 3.3.5. If Customer requests termination of an individual clinic connection due to population losses which force closure of that clinic and provides GCI written notice at least 90 days in advance of the termination date.
 - 3.3.6. If Customer suffers the loss of a particular clinic due to fire or other natural disaster and provides GCI written notice as soon as possible after the date of the loss.
- 3.4. Customer may request to extend the Term of this Agreement for up to 12 months. If GCI agrees to the requested extension, monthly Service charges will be as listed in Pricing. Requests for

changes must be in writing in letter or email format and must be received by GCI at least 90 days prior to the requested implementation date. Requests by letter must be sent to the notices address found on the last page of Agreement. Email requests may be sent to mbssupport@gci.com, or to either ConnectMD program management or ConnectMD sales manager if Customer has those addresses available.

4. Customer Obligations.

- 4.1. Customer shall at its own expense be responsible for all site preparation activities necessary for installation of the Service. Customer shall give GCI and its suppliers reasonable access to its premises at all reasonable times. Customer shall not use the Service for any purpose which is illegal, unlawful, or harassing, which infringes upon another's intellectual property rights, or which otherwise constitutes network abuse, and Customer shall be responsible for any such use of the Service by Customer or its users. Customer shall be responsible for communicating with its own users of the Service, and for handling all complaints and trouble reports made by such users. Customer must comply with reasonable security procedures and standards with respect to its own equipment that interfaces with the Service. GCI may, but is not obligated to, communicate security issues to Customer from time to time when abuse or misuse is observed or reported by others. The cost of GCI service required to repair problems caused by Customer's failure to follow GCI's written operation or maintenance instructions provided to Customer or by Customer's unauthorized repair, modification, or relocation of GCI-owned equipment, or by misuse or negligent acts, will be the responsibility of the Customer. Customer is responsible for any changes Customer makes to the settings or configuration of Customer's or GCI's firewall, even if the firewall is on GCI's side of the physical demarcation point.
- 4.2. Subject to the other limitations and restrictions on termination outlined in this Agreement, Customer shall notify GCI in writing no later than 60 days prior to planned termination date of Services. Customer shall be responsible for all charges through the planned termination date or 60 days from notification to terminate Services, whichever is later.
- 4.3. Customer shall be solely responsible for the correct, timely, and accurate filing of all forms required to receive funding for eligible services and ensure timely payments to GCI for Services. Customer may choose to receive pre-discounted billing for those services eligible under the Rural Health Care support mechanism of USAC. Pre-discounting will be based on Customer's application for funding. If Customer chooses pre-discounted billing of eligible services, Customer shall:
 - 4.3.1. Notify GCI in writing of Customer's desire to receive pre-discounted billing.
 - 4.3.2. Complete the required USAC request for funding (FCC Forms 462, Funding Request Form; and Forms 466, Funding Request & Certification Form) for all eligible services within 30 days of service start or application availability for future funding periods.
 - 4.3.3. Provide GCI Managed Broadband Services with copies of all individual forms (FCC Forms 462 and Forms 466) used for its USAC application for funding.
 - 4.3.4. Customers who choose pre-discounted billing but fail to provide GCI with copies of their application for funding will receive full retail billing until such time as GCI receives from Customer proof of application for eligible funding in the form of copies of all FCC Forms 462 and Forms 466 submitted to Rural Health Care.
 - 4.3.5. Complete FCC Forms 463, Invoice and request for Disbursement Form; and Forms 467, Connection Certification Form, within 30 days of receipt of corresponding Funding Commitment Letters. If monthly Forms 463 are to be submitted within a funding year, those forms will be submitted within 30 days or receipt of billing for applicable services.

- 4.4. If Customer is denied Rural Health Care funding in full or in part and elects to continue to receive the Services, or some portion thereof, for which the denied funding was intended, Customer shall be responsible for the full retail value of the services provided. If Customer appeals that Rural Health Care funding denial to USAC or the Federal Communications Commission, Customer agrees either to pay a minimum of 50% of the retail value of the services being provided for which Rural Health Care funding was denied pending the appeal, or to cooperatively develop a payment plan with the GCI ConnectMD program manager within 60 days of the denial notification. If Customer elects to pay a minimum of 50% of the retail value of the services for which Rural Health Care funding was denied pending the appeal, Customer remains responsible for the unpaid percentage of the services provided. Upon receipt of a final administrative body order denying Rural Health Care funding in whole or in part, the balance owed shall be due in full. Customer shall either (a) pay the entire unpaid balance or (b) execute a mutually acceptable written payment plan within 30 days, or GCI may, in its sole discretion, terminate this Agreement and immediately cease rendering services hereunder to Customer. If the final administrative body order restores Rural Health Care funding in whole or in part, credits will be applied to Customer's account in accordance with that funding decision.
5. Equipment and Software. GCI will use commercially reasonable efforts to maintain the GCI-provided equipment used by GCI to provide the Service, to the extent such equipment is on GCI's side of the physical demarcation point, and subject to the noted exclusions. If GCI provides a cable modem or router, the demarcation point will be the first Ethernet port on the cable modem or router to which the Customer's network is connected; however, if Customer provides the cable modem or router, the demarcation point will be the input connector to the Customer-provided cable modem or router. GCI is not responsible for the installation, maintenance, compatibility or performance of any equipment or software not provided by GCI ("Third Party Equipment"), and unless specifically set out in writing, GCI will not provide or install any equipment on Customer's side of the demarcation points. If any such Third Party Equipment impairs the Service, Customer remains liable for payment. If GCI notifies Customer that such Third Party Equipment is likely to cause hazard or service obstruction, Customer shall eliminate such likelihood. GCI may troubleshoot difficulties caused by such Third Party Equipment at Customer's request, at GCI's then-standard rates. Title to all equipment provided by GCI under this Agreement shall remain with GCI at all times. If Customer provides any equipment to interface with the Service, Customer must cooperate with GCI in configuring and managing such equipment in order to implement and operate the Service.
6. GCI Obligations.
- 6.1. GCI shall provide, operate and maintain the Service, contingent upon (i) GCI's ability to obtain and maintain all necessary regulatory and other licenses or permissions, and (ii) GCI's network capacity and connection availability. Customer acknowledges and agrees that, GCI has no control over third party networks that Customer may access during the use of GCI Services and GCI will not be responsible for Customer's inability to access the Internet due to circumstances not in the direct control of GCI.
- 6.2. The Services provided solely over GCI-owned facilities shall conform to industry standards for engineering and maintenance, and for service interruptions of telecommunications facilities. GCI will employ commercially reasonable efforts in working with third party-owned facilities operators to conform to industry standards for engineering and maintenance, and for service interruptions of telecommunications facilities.
- 6.3. GCI may monitor the Service and disclose information gained from such monitoring in order to satisfy any law, regulation or governmental request, to operate the Service and administer GCI's network, or to protect itself or its subscribers. GCI reserves the right to refuse to post or to remove any information or materials, in whole or part, that in its sole discretion are unacceptable, undesirable, or in violation of this Agreement. In no event shall GCI be deemed liable for any failure or delay due to any cause beyond GCI's control.

- 6.4. GCI will assist Customer in its application for eligible funding regardless of whether Customer chooses to receive full retail billing or pre-discounted billing. Any assistance received from GCI is advisory only.
7. Security. Customer acknowledges that, except in the case of a Service the provision of which requires GCI to store, maintain, or have frequent access to health information the services provided by GCI under this Agreement will be those of a “conduit” (as described in Health & Human Services Office for Civil Rights guidance) rather than a “business associate.” Customer specifically acknowledges and agrees that use of the services provided by GCI may facilitate, but is not a substitute for, Customer’s obligation to comply with applicable laws. Customer further agrees that it is responsible for implementing all reasonable and appropriate administrative, physical, and technical safeguards to protect its data, including but not limited to management of access by its users to any Services provided by GCI. GCI will use commercially reasonable efforts to ensure that its systems are secure, including but not limited to encrypting any connections that are not wholly within GCI’s private medical network. If a potential security incident occurs it will be Customer’s responsibility to determine if any notification requirements apply. As a supplement to this Agreement, GCI will enter into a Business Associate Agreement if GCI provides Services to Customer that in GCI’s reasonable judgment do not qualify as a “conduit” for purposes of this Section. Where the terms of this Agreement and the terms of the Business Associate Agreement conflict, the terms of the Business Associate Agreement control. GCI’s obligations with respect to security of the GCI Services are limited to those specifically set forth herein.
8. Service Installation.
- 8.1. Delivery time for the Services shall be the time that it takes the local exchange carrier(s) to deliver the required local loops plus 10 working days except in locations served directly by VSAT (Very Small Aperture Terminal) or in cases where inter-regional terrestrial service (TERRA) becomes available.
- 8.1.1. The standard delivery time for locations served directly by VSATs will be 90 days from the Contract Date, provided that facility use agreements are signed and facilities are installed. If services and facilities are not installed, delivery times will be based upon a mutually-agreed published deployment schedule. GCI shall make every reasonable effort to provide the Services in this time period. However, GCI has no liability to Customer for failure to meet the planned service installation date.
- 8.1.2. The standard delivery time for locations with available TERRA service will be 90 days from the Contract Date, plus the time that it takes the local exchange carrier(s) to deliver the required local loops, plus 10 working days for complete Service testing.
- 8.2. If Service delivery involves transition to newly occupied facilities the cutover shall be coordinated in parallel between Parties. The parallel cutover period will allow for complete testing of the transition and shall end with Customer’s acceptance in accordance with Section 1.4.
- 8.3. If Service delivery involves situations not within the scope of this Agreement, delivery times will be based upon a mutually-agreed published deployment schedule.
9. Service Outages:
- 9.1. While GCI does provide proactive monitoring of Services, it shall be Customer’s obligation to notify GCI of any interruption in service. Although all notifications will be investigated, GCI shall not be obligated to take any corrective action upon notice received from any source other than Customer, or its authorized agents or employees.

- 9.2. GCI will notify Customer of any unscheduled interruptions in service that it detects that extend beyond 15 minutes in any single occurrence. GCI will provide this notification to one of the technical contacts listed on the Customer Information Sheet.
- 9.3. All Service related requests must be provided through the following options: by email to mbssupport@gci.com or by calling GCI Healthcare Business Services at (855) 770-3024. All service requests received via email will be verified by returning the request to the email addresses provided on the Customer Information Sheet and must be confirmed by Customer by a reply to the forwarded request.
- 9.4. An interruption in Service of 30 minutes or less will be considered a minor Service Outage. Three minor Service Outages in any one day will be considered a major Service Outage. Interruptions in Service of more than 30 minutes will be considered a major Service Outage.
- 9.5. If GCI causes a major Service Outage, GCI will provide a credit to the Customer prorated for the month in which the outage occurs. The maximum credit allowed shall be one credit per day. To obtain this credit, Customer must request it in writing. GCI will apply the credit to Customer's invoice in the month following the request.
- 9.6. GCI conducts scheduled maintenance of its transport services, Internet platform, and distribution services which may cause Customer to experience brief interruptions in its Service. GCI's standard maintenance window is between 1:00 a.m. and 5:00 a.m. (Alaska Time). Periodic maintenance may be conducted within the maintenance window on any day of the week without notification to Customer. For emergency repairs or repairs outside the maintenance window, GCI will use its best commercially reasonable efforts to conduct such repairs with a minimum of disruption to Customer.
- 9.7. A Service Outage does not include: (a) GCI's planned maintenance as discussed further in Section 9.1 above; (b) outages caused by Customer's equipment or software; (c) local exchange carrier network failures; (d) outages on other Internet Service Provider's networks or other networks not owned or controlled by GCI; or (e) other causes beyond GCI's reasonable control.
10. Right to Modify Agreement. Neither this Agreement nor any term or provision hereof may be changed, waived, discharged, amended, or modified orally, or in any manner other than by an instrument in writing signed by all the parties hereto.
11. Indemnification. GCI will indemnify, defend and hold Customer, its affiliates and their officers, directors, employees and agents harmless from and against any third party claims, liabilities, losses, damages and expenses (including reasonable attorney's fees) ("Claims") incurred, relating to or arising out of (i) personal injury or real property damage caused by the negligence or willful misconduct of GCI or its employees or agents, and (ii) infringement of a U.S. patent right or copyright in connection with authorized use by Customer of the Services. Customer will indemnify, defend and hold GCI, its affiliates and their officers, directors, employees and agents harmless from and against any Claims incurred, relating to or arising out of (i) personal injury or real property damage caused by the negligence or willful misconduct of Customer or its employees or agents, (ii) infringement of a U.S. patent right or copyright in connection with use by Customer with the Services of equipment, software or services not provided by GCI, and (iii) misuse of the Services by Customer or any users of the Services in violation of this Agreement. The indemnified party will provide the indemnifying party with prompt written notice of any Claim and permit the indemnifying party to control the defense, settlement, adjustment or compromise of any Claim. The indemnified party may employ counsel at its own expense to assist it with respect to any Claim. The indemnified party will have no authority to settle any Claim on the indemnified party's behalf. Nothing in this Section 11 will limit any other remedies of the parties.
12. Disclaimer of Warranties. GCI does not warrant that the GCI equipment or services will be error-free or operate without interruption, latency or delay. Except as specifically provided in this Agreement,

GCI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE. GCI exercises no control over and has no responsibility for content transmitted or accessible through the Service and disclaims any responsibility for such content.

13. LIMITATION OF LIABILITIES. GCI WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF REVENUE, SALES, PROFITS OR DATA, WHETHER BASED ON BREACH OF CONTRACT, TORT OR ANY OTHER LEGAL THEORY OF LIABILITY, EVEN IF EITHER PARTY WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. GCI WILL NOT BE LIABLE FOR LOSSES THAT RESULT FROM CUSTOMER'S OR ITS USERS' USE OF OR INABILITY TO ACCESS ANY PART OF THE SERVICES; CUSTOMER'S OR ITS USERS' RELIANCE ON OR USE OF INFORMATION; SERVICE INTERRUPTIONS; LOSS, THEFT, OR DELETION OF FILES; OR ERRORS, DEFECTS, OR DELAYS IN OPERATION OR TRANSMISSION. GCI WILL NOT BE LIABLE FOR LOSSES DUE TO USE OF THIRD PARTY PRODUCTS OR SERVICES. OUR LIABILITY FOR ANY ACTION OR INACTION WILL IN NO EVENT EXCEED OUR SERVICE CHARGES FOR A 12-MONTH PERIOD. This limitation of liability is an agreed-upon benefit of the bargain and remains in effect even if any remedy under the Agreement fails of its essential purpose.

14. Miscellaneous.

- 14.1. Neither party may use the other's name, trademark, trade names or other proprietary identifying symbols without the prior written approval of the other party.
- 14.2. All notices required or permitted hereunder must be in writing, delivered personally or by U.S. mail, facsimile or electronic mail (followed by hard copy, in the case of fax or email) to the respective addresses set forth below, or such other person and/or address as a party may notify the other from time to time in writing, and shall be deemed effective upon receipt.

Customer:

Manilaq Association
Attention: Christina Hensley, IT Director
733 2nd Avenue
Kotzebue, AK 99752
(907) 442-7092

GCI:

GCI Managed Broadband Services
Attention: Sam Korsmo
2550 Denali Street, Suite 1000
Anchorage, AK 99503

With a copy to:

GCI
Attention: Corporate Counsel
2550 Denali Street, Suite 1000
Anchorage, AK 99503

- 14.3. Arbitration. Customer and GCI agree to resolve all disputes under this Agreement by binding arbitration. Each party agrees to notify the other party in writing of the nature of the dispute at least 45 days before initiating binding arbitration. The parties will attempt to resolve the dispute informally. Any dispute between the parties that cannot be resolved after 45 days will be finally resolved by a single neutral arbitrator in accordance with the Federal Arbitration Act ("FAA"). The arbitrator will have no power to make any award that provides for punitive or exemplary damages. The arbitrator may not consolidate more than one party's claims, and may not otherwise preside over any form of a representative or class proceeding. Any arbitration or action in small claims court must be brought in the party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. If for any reason a dispute is permitted to be brought in court, the parties both agree to waive any right to a jury trial in any court action. The parties acknowledge and agree that the FAA governs this

agreement to arbitrate, that the existence and validity of this agreement will be determined in accordance with the FAA, that any arbitration between the parties will be conducted in accordance with the FAA, and that any state arbitration statute or procedure does not apply. The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules, in Anchorage, Alaska. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules. The parties will share the costs of arbitration equally unless the arbitration award provides otherwise. Each party will bear its own fees, and the arbitrator will have no power to award attorney's fees except as may be permitted under the terms of this Agreement.

- 14.4. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
- 14.5. Neither this Agreement, nor any of Customer's rights or obligations herein shall be transferable or assignable by Customer without GCI's prior written consent and any attempted transfer or assignment hereof not in accordance herewith shall be null and void.
- 14.6. If any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect.
- 14.7. Either party's failure to insist upon or enforce strict performance of any provision of the Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this Agreement.
- 14.8. This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska, without regard to its conflicts of law provisions.
- 14.9. Any cause of action Customer may have with respect to the Service must be commenced within one year after the claim or cause of action arises or such claim or cause of action is barred.
- 14.10. These Terms and Conditions, along with the Services Agreement constitute the complete agreement between the Parties and supersedes all prior understandings or arrangements between them regarding the subject matter of this Agreement. Where there is a conflict between the terms of this Agreement and a Service Agreement, the latter shall govern. This Agreement may not be amended or modified except in writing signed by an authorized representative of each of the Parties.

Exhibit A

Service Location Name	Service Location Address	HCP #
Maniilaq Association – Kiana Clinic	130 Casanoff Way PO Box 130 Kiana, AK 99749	10249
Ambler Clinic	110 Main St., Ambler, AK 99786	10811
Buckland Clinic	9 Hillside Road PO Box 9 Buckland, AK 99727	10812
Deering Clinic	23 Main Street PO Box 23 -66 4' 32" N, 162 43' 28" W- Deering, AK 99736	10813
Kivalina Clinic	8 Bering St. PO Box 8 Kivalina, AK 99750	10814
Kobuk Clinic	51003 Main St. PO Box 3 -66 54' 25.7" N, 156 52' 50" W- Kobuk, AK 99751	10815
Noatak Clinic	90 Aaksaik Road PO Box 90 -67 34' 7" N, 162 59' 4" W- Noatak, AK 99761	10816
Noorvik Clinic	1897 Tundra Way Noorvik, AK 99763	10817
Point Hope Clinic	1729 Qalgi Avenue PO Box 49 -68 20' 53" N, 166 44' 11" W- Point Hope, AK 99766	10818
Selawik Clinic	3 Adams Landing Selawik, AK 99770	10819
Shungnak Clinic	80 Back Street PO Box 80 Shungnak, AK 99773	10820
Anchorage Termination	GCI South Anchorage Distribution Center 6831 Arctic Blvd. Anchorage, AK 99518	N/A

ATTACHMENT 13

The deadline to submit this form is the June 30th end of the funding year.

Estimated time per response: 3 hours

Read instructions thoroughly before completing this form. Failure to comply may cause delayed or denied funding.

[illegible]

IF YOU ARE REQUESTING SUPPORT FOR MILEAGE-BASED CHARGES, COMPLETE BLOCK 5 ONLY AND SKIP BLOCK 6. (PLEASE SEE INSTRUCTIONS). IF YOU ARE REQUESTING SUPPORT BASED ON URBAN/RURAL RATE COMPARISON, SKIP BLOCK 5 AND COMPLETE ONLY BLOCK 6. YOUR APPLICATION CANNOT BE PROCESSED IF BOTH BLOCKS ARE COMPLETED.

Block 5: Mileage-based Charge Discount Request

Complete this block if you are seeking support for mileage (distance-based) charges only. Do not enter any other charges in this block. You may need to ask your service provider representative to provide this information

36 Billed Circuit Miles				
37 Monthly Mileage Charges (Exclude Channel Termination chgs, etc.)				
38 Cost per Mile per Month				

If Line 33 equals Line 37, please ensure that ONLY mileage-related charges are included in Line 37. (See instructions.)

Block 6: Comprehensive Rate Comparison Request

Complete Block 6 if you have not completed Block 5 and are requesting support for all elements of your telecommunications service necessary for the provision of health care. The information in this block will establish the difference between the urban and rural rates for your requested service. Please contact RHCD at (800) 453-1546 if you need assistance.

39 One-time Urban Rate Charge (in selected large city)	0			
40 One-time Rural Rate Charge (in city where HCP is located)	0			
41 Monthly Urban Rate (in selected large city). From RHCD website: <input type="checkbox"/> or Other rate documentation attached: <input checked="" type="checkbox"/>	340.00			

If your circuit includes charges for mileage over the Maximum Allowable Dist., (Line 19), please complete Lines 42 to 44. Otherwise, skip to Block 7.

42 Billed Circuit Miles				
43 Monthly Mileage Based Charges				
44 Cost per Mile per Month				

Block 7: Bid Documentation

45 Did you receive any bids in response to the Form 465 Request for Services posted on the RHCD website? ☐ Yes ☒ No
If you checked yes, copies of the bids MUST be submitted to RHCD.

Block 8: Certification

46 <input checked="" type="checkbox"/> I certify that the above named entity has considered all bids received and selected the most cost-effective method of providing the requested service or services. The "most cost-effective service" is defined in the Universal Service Order as the service available at the lowest cost after consideration of the features, quality of transmission, reliability, and other factors that the health care provider deems necessary for the service to adequately transmit the health care services required by the health care provider.	
47 <input checked="" type="checkbox"/> Pursuant to 47 C.F.R. Secs. 54.601 and 54.603, I certify that the HCP or consortium that I am representing satisfies all of the requirements herein and will abide by all of the relevant requirements, including all applicable FCC rules, with respect to universal service benefits provided under 47 U.S.C. Sec. 254. I understand that any letter from RHCD that erroneously states that funds will be made available for the benefit of the applicant may be subject to rescission.	
48 <input checked="" type="checkbox"/> I hereby certify that the billed entity will maintain complete billing records for the service for five years.	
49 <input checked="" type="checkbox"/> I certify that I am authorized to submit this request on behalf of the above-named Billed Entity and HCP, and that I have examined this form and attachments and that to the best of my knowledge, information, and belief, all statements of fact contained herein are true.	
50 Signature Electronically signed	51 Date 22-Apr-2016
52 Printed name of authorized person Christina Hensley	53 Title or position of authorized person IT Director
54 Employer of authorized person Maniilaq Association	55 Employer's FCC RN 0013949375

Please remember:

- ♦ You must submit one Form 466 for each service (i.e., circuit) for which you request reduced rates. For example:
 - If you are requesting reduced rates for two T1 lines, you must submit two Forms 466.
 - If you are requesting reduced rates for two ISDN lines & one Frame Relay line, you must submit three Forms 466.
- ♦ If the service described on this form is subject to the 28-day competitive bidding requirement, do not select a carrier or complete the Form 466 before or during the 28-day posting period.
- ♦ You must provide evidence of the urban rate if you have completed Block 6 and have not used the urban rates from the website.
- ♦ This form, attachments, and supporting documents should be combined in one envelope and sent to the RHCD.
- ♦ If the service described on this form changes (e.g., rate change) during the funding year, you must notify RHCD immediately and submit a revised Form 466.
- ♦ If you have any questions, call RHCD at (800) 453-1546.

Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

FCC NOTICE FOR INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

Part 3 of the Commission's Rules authorize the FCC to request the information on this form. The data reported will be used to ensure that health care providers have selected the most cost-effective method of providing the requested services as set forth in 47 C.F.R. Section 54.603(b)(4). The information will be used by the Universal Service Administrative Company and/or the staff of the Federal Communications Commission, to evaluate this form, to provide information for enforcement and rulemaking proceedings and to maintain a current inventory of applicants, health care providers, billed entities, and service providers. No authorization can be granted unless all information requested is provided. Failure to provide all requested information will delay the processing of the application or result in the application being returned without action. Information requested by this form will be available for public inspection. Your response is required to obtain the requested authorization.

The public reporting for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the required data, and completing and reviewing the collection of information. If you have any comments on this burden estimate, or how we can improve the collection and reduce the burden it causes you, please write to the Federal Communications Commission, AMD-PERM, Paperwork Reduction Act Project (3060-0804), Washington, DC 20554. We will also accept your comments regarding the Paperwork Reduction Act aspects of this collection via the Internet if you send them to pra@fcc.gov. PLEASE DO NOT SEND YOUR RESPONSE TO THIS ADDRESS.

Remember - You are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-0804.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, PUBLIC LAW 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(e)(3) AND THE PAPERWORK REDUCTION ACT OF 1995, PUBLIC LAW 104-13, OCTOBER 1, 1995, 44 U.S.C. SECTION 3507.

This form should be submitted online through the RHC Program online application system, My Portal.
<https://forms.universalservice.org/usaclogin/login.asp>

The deadline to submit this form is the June 30th end of the funding year.

Estimated time per response: 3 hours

Read instructions thoroughly before completing this form. Failure to comply may cause delayed or denied funding.

Block 1: HCP Information						FRN: 1578617	
1 HCP Name Maniilaq Association - Kiana Clinic				2 HCP Number 10249			
3 Form 465 Application # 43159648			4 Consortium Name (If any)				
Block 2: Bill Payer Information							
5 Billed Entity Name Maniilaq Association - Kiana Clinic				6 Billed Entity FCC RN 0013948906			
7 Contact Name Christina Hensley							
8 Address Line 1 733 2nd Avenue							
9 Address Line 2 PO Box 256							
10 City Kotzebue				11 State AK		12 Zip 99752	
13 Contact Phone # (907) 442-7092			14 Fax # (907) 442-7495		15 Email christina.hensley@maniilaq.org		
Block 3: Funding Year Information							
16 Funding Year - Check only one box <input type="checkbox"/> Year 2013 (7/1/2013-6/30/2014) <input type="checkbox"/> Year 2014 (7/1/2014-6/30/2015) <input checked="" type="checkbox"/> Year 2015 (7/1/2015-6/30/2016)							
Block 4: Service Information							
17 Type of Service & Circuit Bandwidth (Documentation required) Satellite Service 15 Mbps							
18 Total Billed Miles 0				19 Maximum Allowable Distance (From Form 465) 517			
20 Percentage of HCP's service used for the provision of health care. <u>100</u> (If less than 100%, please explain.) If the HCP indicated it is a part-time eligible entity (on Form 465), describe method of allocating prorated support. <div style="border-bottom: 1px solid black; height: 1em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1em; margin-bottom: 2px;"></div>							
Connection Information		Carrier A	Carrier B	Carrier C	Carrier D		
21 Service Provider Name		GCI Communication Corp					
22 Service Provider Identification Number (SPIN)		143001199					
23 Service Provider Contact Person Name		Ariel Burr					
24 Service Provider Contact Person's Phone #		(907) 868-7125					
25 Service Provider Contact Person Email		aburr@gci.com					
26 Circuit Start Location		130 Casanoff Way Kiana, AK 99749					
27 Circuit Termination Location		6831 Arctic Blvd Anchorage, AK 99518					
28 Billing Account Number		RH000220007					
29 Tariff, Contract or other document reference number		HC-465					
30 Date Contract Signed or Date HCP Selected Carrier		01-Feb-2016					
31 Contract Expiration Date (mm/dd/yyyy or NA if MTM)		31-Jan-2021					
32 Service Installation Date		25-Apr-2016					
33 Actual Rural Rate per Month (Enclose Documentation)		61965.00					
34 If you are a consortium member OR have multiple carriers, please attach a Circuit Diagram to show how the sites interconnect and which carrier(s) provides each circuit segment. Circuit Diagram included: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
35 Are you a mobile rural health care provider? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, see instructions and attach a list of all sites to be served.							

IF YOU ARE REQUESTING SUPPORT FOR MILEAGE-BASED CHARGES, COMPLETE BLOCK 5 ONLY AND SKIP BLOCK 6. (PLEASE SEE INSTRUCTIONS). IF YOU ARE REQUESTING SUPPORT BASED ON URBAN/RURAL RATE COMPARISON, SKIP BLOCK 5 AND COMPLETE ONLY BLOCK 6. YOUR APPLICATION CANNOT BE PROCESSED IF BOTH BLOCKS ARE COMPLETED.

Block 5: Mileage-based Charge Discount Request

Complete this block if you are seeking support for mileage (distance-based) charges only. Do not enter any other charges in this block. You may need to ask your service provider representative to provide this information

36 Billed Circuit Miles				
37 Monthly Mileage Charges (Exclude Channel Termination chgs, etc.)				
38 Cost per Mile per Month				

If Line 33 equals Line 37, please ensure that ONLY mileage-related charges are included in Line 37. (See instructions.)

Block 6: Comprehensive Rate Comparison Request

Complete Block 6 if you have not completed Block 5 and are requesting support for all elements of your telecommunications service necessary for the provision of health care. The information in this block will establish the difference between the urban and rural rates for your requested service. Please contact RHCD at (800) 453-1546 if you need assistance.

39 One-time Urban Rate Charge (in selected large city)	0.00			
40 One-time Rural Rate Charge (in city where HCP is located)	0			
41 Monthly Urban Rate (in selected large city). From RHCD website: <input type="checkbox"/> or Other rate documentation attached: <input checked="" type="checkbox"/>	340.00			

If your circuit includes charges for mileage over the Maximum Allowable Dist., (Line 19), please complete Lines 42 to 44. Otherwise, skip to Block 7.

42 Billed Circuit Miles				
43 Monthly Mileage Based Charges				
44 Cost per Mile per Month				

Block 7: Bid Documentation

45 Did you receive any bids in response to the Form 465 Request for Services posted on the RHCD website? ☐ Yes ☒ No
If you checked yes, copies of the bids MUST be submitted to RHCD.

Block 8: Certification

46 ☒ I certify that the above named entity has considered all bids received and selected the most cost-effective method of providing the requested service or services. The "most cost-effective service" is defined in the Universal Service Order as the service available at the lowest cost after consideration of the features, quality of transmission, reliability, and other factors that the health care provider deems necessary for the service to adequately transmit the health care services required by the health care provider.

47 ☒ Pursuant to 47 C.F.R. Secs. 54.601 and 54.603, I certify that the HCP or consortium that I am representing satisfies all of the requirements herein and will abide by all of the relevant requirements, including all applicable FCC rules, with respect to universal service benefits provided under 47 U.S.C. Sec. 254. I understand that any letter from RHCD that erroneously states that funds will be made available for the benefit of the applicant may be subject to rescission.

48 ☒ I hereby certify that the billed entity will maintain complete billing records for the service for five years.

49 ☒ I certify that I am authorized to submit this request on behalf of the above-named Billed Entity and HCP, and that I have examined this form and attachments and that to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

50 Signature Electronically signed	51 Date 19-Apr-2016
52 Printed name of authorized person Christina Hensley	53 Title or position of authorized person IT Director
54 Employer of authorized person Maniilaq Association	55 Employer's FCC RN 0013949375

Please remember:

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[illegible]

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37 Monthly Mileage Charges (Exclude Channel Termination chgs, etc.)				
38 Cost per Mile per Month				

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Block 6: Comprehensive Rate Comparison Request

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40 One-time Rural Rate Charge (in city where HCP is located)	0			
41 Monthly Urban Rate (in selected large city). From RHCD website: <input type="checkbox"/> or Other rate documentation attached: <input checked="" type="checkbox"/>	340.00			

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43 Monthly Mileage Based Charges				
44 Cost per Mile per Month				

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54 Employer of authorized person Maniilaq Association	55 Employer's FCC RN 0013949375

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Block 1: HCP Information						FRN: 1578883	
1 HCP Name Buckland Clinic				2 HCP Number 10812			
3 Form 465 Application # 43159666			4 Consortium Name (If any)				
Block 2: Bill Payer Information							
5 Billed Entity Name Buckland Clinic				6 Billed Entity FCC RN 0013948120			
7 Contact Name Christina Hensley							
8 Address Line 1 733 2nd Avenue							
9 Address Line 2 PO Box 256							
10 City Kotzebue				11 State AK		12 Zip 99752	
13 Contact Phone # (907) 442-7092			14 Fax # (907) 442-7495		15 Email christina.hensley@maniilaq.org		
Block 3: Funding Year Information							
16 Funding Year - Check only one box <input type="checkbox"/> Year 2013 (7/1/2013-6/30/2014) <input type="checkbox"/> Year 2014 (7/1/2014-6/30/2015) <input checked="" type="checkbox"/> Year 2015 (7/1/2015-6/30/2016)							
Block 4: Service Information							
17 Type of Service & Circuit Bandwidth (Documentation required) Satellite Service 15 Mbps							
18 Total Billed Miles 0				19 Maximum Allowable Distance (From Form 465) 483			
20 Percentage of HCP's service used for the provision of health care. <u>100</u> (If less than 100%, please explain.) If the HCP indicated it is a part-time eligible entity (on Form 465), describe method of allocating prorated support. <div style="border-bottom: 1px solid black; height: 1em; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1em; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1em; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1em; margin-bottom: 5px;"></div>							
Connection Information		Carrier A	Carrier B	Carrier C	Carrier D		
21 Service Provider Name	GCI Communication Corp						
22 Service Provider Identification Number (SPIN)	143001199						
23 Service Provider Contact Person Name	Ariel Burr						
24 Service Provider Contact Person's Phone #	(907) 868-7125						
25 Service Provider Contact Person Email	aburr@gci.com						
26 Circuit Start Location	9 Hillside Road Buckland, AK 99727						
27 Circuit Termination Location	6831 Arctic Blvd Anchorage, AK 99718						
28 Billing Account Number	RH000220007						
29 Tariff, Contract or other document reference number	HC-465						
30 Date Contract Signed or Date HCP Selected Carrier	01-Feb-2016						
31 Contract Expiration Date (mm/dd/yyyy or NA if MTM)	31-Jan-2021						
32 Service Installation Date	25-Apr-2016						
33 Actual Rural Rate per Month (Enclose Documentation)	61965.00						
34 If you are a consortium member OR have multiple carriers, please attach a Circuit Diagram to show how the sites interconnect and which carrier(s) provides each circuit segment.						Circuit Diagram included: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
35 Are you a mobile rural health care provider?						<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, see instructions and attach a list of all sites to be served.	

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36 Billed Circuit Miles				
37 Monthly Mileage Charges (Exclude Channel Termination chgs, etc.)				
38 Cost per Mile per Month				

If Line 33 equals Line 37, please ensure that ONLY mileage-related charges are included in Line 37. (See instructions.)

Block 6: Comprehensive Rate Comparison Request

Complete Block 6 if you have not completed Block 5 and are requesting support for all elements of your telecommunications service necessary for the provision of health care. The information in this block will establish the difference between the urban and rural rates for your requested service. Please contact RHCD at (800) 453-1546 if you need assistance.

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40 One-time Rural Rate Charge (in city where HCP is located)	0			
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If your circuit includes charges for mileage over the Maximum Allowable Dist., (Line 19), please complete Lines 42 to 44. Otherwise, skip to Block 7.

42 Billed Circuit Miles				
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Block 7: Bid Documentation

45 Did you receive any bids in response to the Form 465 Request for Services posted on the RHCD website? ☐ Yes ☒ No
If you checked yes, copies of the bids MUST be submitted to RHCD.

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50 Signature Electronically signed	51 Date 22-Apr-2016
52 Printed name of authorized person Christina Hensley	53 Title or position of authorized person IT Director
54 Employer of authorized person Maniilaq Association	55 Employer's FCC RN 0013949375

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Block 1: HCP Information						FRN: 1578889	
1 HCP Name Kivalina Clinic				2 HCP Number 10814			
3 Form 465 Application # 43159667			4 Consortium Name (If any)				
Block 2: Bill Payer Information							
5 Billed Entity Name Kivalina Clinic				6 Billed Entity FCC RN 0013948245			
7 Contact Name Christina Hensley							
8 Address Line 1 733 2nd Avenue							
9 Address Line 2 PO Box 256							
10 City Kivalina				11 State AK		12 Zip 99750	
13 Contact Phone # (907) 442-7092			14 Fax # (907) 442-7495		15 Email christina.hensley@maniilaq.org		
Block 3: Funding Year Information							
16 Funding Year - Check only one box <input type="checkbox"/> Year 2013 (7/1/2013-6/30/2014) <input type="checkbox"/> Year 2014 (7/1/2014-6/30/2015) <input checked="" type="checkbox"/> Year 2015 (7/1/2015-6/30/2016)							
Block 4: Service Information							
17 Type of Service & Circuit Bandwidth (Documentation required) Satellite Service 15 Mbps							
18 Total Billed Miles 0				19 Maximum Allowable Distance (From Form 465) 631			
20 Percentage of HCP's service used for the provision of health care. <u>100</u> (If less than 100%, please explain.) If the HCP indicated it is a part-time eligible entity (on Form 465), describe method of allocating prorated support. <div style="border-bottom: 1px solid black; height: 1em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1em; margin-bottom: 2px;"></div>							
Connection Information		Carrier A	Carrier B	Carrier C	Carrier D		
21 Service Provider Name		GCI Communication Corp					
22 Service Provider Identification Number (SPIN)		143001199					
23 Service Provider Contact Person Name		Ariel Burr					
24 Service Provider Contact Person's Phone #		(907) 868-7125					
25 Service Provider Contact Person Email		aburr@gci.com					
26 Circuit Start Location		8 Bering St. Kivalina, AK 99750					
27 Circuit Termination Location		6831 Arctic Blvd Anchorage, AK 99518					
28 Billing Account Number		RH000220007					
29 Tariff, Contract or other document reference number		HC-465					
30 Date Contract Signed or Date HCP Selected Carrier		01-Feb-2016					
31 Contract Expiration Date (mm/dd/yyyy or NA if MTM)		31-Jan-2021					
32 Service Installation Date		20-Apr-2016					
33 Actual Rural Rate per Month (Enclose Documentation)		61965.00					
34 If you are a consortium member OR have multiple carriers, please attach a Circuit Diagram to show how the sites interconnect and which carrier(s) provides each circuit segment. Circuit Diagram included: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
35 Are you a mobile rural health care provider? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, see instructions and attach a list of all sites to be served.							

IF YOU ARE REQUESTING SUPPORT FOR MILEAGE-BASED CHARGES, COMPLETE BLOCK 5 ONLY AND SKIP BLOCK 6. (PLEASE SEE INSTRUCTIONS). IF YOU ARE REQUESTING SUPPORT BASED ON URBAN/RURAL RATE COMPARISON, SKIP BLOCK 5 AND COMPLETE ONLY BLOCK 6. YOUR APPLICATION CANNOT BE PROCESSED IF BOTH BLOCKS ARE COMPLETED.

Block 5: Mileage-based Charge Discount Request

Complete this block if you are seeking support for mileage (distance-based) charges only. Do not enter any other charges in this block. You may need to ask your service provider representative to provide this information.

36 Billed Circuit Miles				
37 Monthly Mileage Charges (Exclude Channel Termination chgs, etc.)				
38 Cost per Mile per Month				

If Line 33 equals Line 37, please ensure that ONLY mileage-related charges are included in Line 37. (See instructions.)

Block 6: Comprehensive Rate Comparison Request

Complete Block 6 if you have not completed Block 5 and are requesting support for all elements of your telecommunications service necessary for the provision of health care. The information in this block will establish the difference between the urban and rural rates for your requested service. Please contact RHCD at (800) 453-1546 if you need assistance.

39 One-time Urban Rate Charge (in selected large city)	0			
40 One-time Rural Rate Charge (in city where HCP is located)	0			
41 Monthly Urban Rate (in selected large city). From RHCD website: <input type="checkbox"/> or Other rate documentation attached: <input checked="" type="checkbox"/>	340.00			

If your circuit includes charges for mileage over the Maximum Allowable Dist., (Line 19), please complete Lines 42 to 44. Otherwise, skip to Block 7.

42 Billed Circuit Miles				
43 Monthly Mileage Based Charges				
44 Cost per Mile per Month				

Block 7: Bid Documentation

45 Did you receive any bids in response to the Form 465 Request for Services posted on the RHCD website? ☐ Yes ☒ No
If you checked yes, copies of the bids MUST be submitted to RHCD.

Block 8: Certification

46 <input checked="" type="checkbox"/> I certify that the above named entity has considered all bids received and selected the most cost-effective method of providing the requested service or services. The "most cost-effective service" is defined in the Universal Service Order as the service available at the lowest cost after consideration of the features, quality of transmission, reliability, and other factors that the health care provider deems necessary for the service to adequately transmit the health care services required by the health care provider.	
47 <input checked="" type="checkbox"/> Pursuant to 47 C.F.R. Secs. 54.601 and 54.603, I certify that the HCP or consortium that I am representing satisfies all of the requirements herein and will abide by all of the relevant requirements, including all applicable FCC rules, with respect to universal service benefits provided under 47 U.S.C. Sec. 254. I understand that any letter from RHCD that erroneously states that funds will be made available for the benefit of the applicant may be subject to rescission.	
48 <input checked="" type="checkbox"/> I hereby certify that the billed entity will maintain complete billing records for the service for five years.	
49 <input checked="" type="checkbox"/> I certify that I am authorized to submit this request on behalf of the above-named Billed Entity and HCP, and that I have examined this form and attachments and that to the best of my knowledge, information, and belief, all statements of fact contained herein are true.	
50 Signature Electronically signed	51 Date 22-Apr-2016
52 Printed name of authorized person Christina Hensley	53 Title or position of authorized person IT Director
54 Employer of authorized person Maniilaq Association	55 Employer's FCC RN 0013949375

Please remember:

- ♦ You must submit one Form 466 for each service (i.e., circuit) for which you request reduced rates. For example:
 - If you are requesting reduced rates for two T1 lines, you must submit two Forms 466.
 - If you are requesting reduced rates for two ISDN lines & one Frame Relay line, you must submit three Forms 466.
- ♦ If the service described on this form is subject to the 28-day competitive bidding requirement, do not select a carrier or complete the Form 466 before or during the 28-day posting period.
- ♦ You must provide evidence of the urban rate if you have completed Block 6 and have not used the urban rates from the website.
- ♦ This form, attachments, and supporting documents should be combined in one envelope and sent to the RHCD.
- ♦ If the service described on this form changes (e.g., rate change) during the funding year, you must notify RHCD immediately and submit a revised Form 466.
- ♦ If you have any questions, call RHCD at (800) 453-1546.

Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

FCC NOTICE FOR INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

Part 3 of the Commission's Rules authorize the FCC to request the information on this form. The data reported will be used to ensure that health care providers have selected the most cost-effective method of providing the requested services as set forth in 47 C.F.R. Section 54.603(b)(4). The information will be used by the Universal Service Administrative Company and/or the staff of the Federal Communications Commission, to evaluate this form, to provide information for enforcement and rulemaking proceedings and to maintain a current inventory of applicants, health care providers, billed entities, and service providers. No authorization can be granted unless all information requested is provided. Failure to provide all requested information will delay the processing of the application or result in the application being returned without action. Information requested by this form will be available for public inspection. Your response is required to obtain the requested authorization.

The public reporting for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the required data, and completing and reviewing the collection of information. If you have any comments on this burden estimate, or how we can improve the collection and reduce the burden it causes you, please write to the Federal Communications Commission, AMD-PERM, Paperwork Reduction Act Project (3060-0804), Washington, DC 20554. We will also accept your comments regarding the Paperwork Reduction Act aspects of this collection via the Internet if you send them to pra@fcc.gov. PLEASE DO NOT SEND YOUR RESPONSE TO THIS ADDRESS.

Remember - You are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-0804.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, PUBLIC LAW 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(e)(3) AND THE PAPERWORK REDUCTION ACT OF 1995, PUBLIC LAW 104-13, OCTOBER 1, 1995, 44 U.S.C. SECTION 3507.

This form should be submitted online through the RHC Program online application system, My Portal.
<https://forms.universalservice.org/usaclogin/login.asp>

The deadline to submit this form is the June 30th end of the funding year.

Estimated time per response: 3 hours

Read instructions thoroughly before completing this form. Failure to comply may cause delayed or denied funding.

Block 1: HCP Information						FRN: 1578890	
1 HCP Name Kobuk Clinic				2 HCP Number 10815			
3 Form 465 Application # 43159668			4 Consortium Name (If any)				
Block 2: Bill Payer Information							
5 Billed Entity Name Kobuk Clinic				6 Billed Entity FCC RN 0013948559			
7 Contact Name Christina Hensley							
8 Address Line 1 733 2nd Avenue							
9 Address Line 2 PO Box 256							
10 City Kotzebue				11 State AK		12 Zip 99752	
13 Contact Phone # (907) 442-7092			14 Fax # (907) 442-7495		15 Email christina.hensley@maniilaq.org		
Block 3: Funding Year Information							
16 Funding Year - Check only one box <input type="checkbox"/> Year 2013 (7/1/2013-6/30/2014) <input type="checkbox"/> Year 2014 (7/1/2014-6/30/2015) <input checked="" type="checkbox"/> Year 2015 (7/1/2015-6/30/2016)							
Block 4: Service Information							
17 Type of Service & Circuit Bandwidth (Documentation required) Satellite Service 15 Mbps							
18 Total Billed Miles 0				19 Maximum Allowable Distance (From Form 465) 453			
20 Percentage of HCP's service used for the provision of health care. <u>100</u> (If less than 100%, please explain.) If the HCP indicated it is a part-time eligible entity (on Form 465), describe method of allocating prorated support. <div style="border-bottom: 1px solid black; height: 1em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1em; margin-bottom: 2px;"></div>							
Connection Information		Carrier A	Carrier B	Carrier C	Carrier D		
21 Service Provider Name	GCI Communication Corp						
22 Service Provider Identification Number (SPIN)	143001199						
23 Service Provider Contact Person Name	Ariel Burr						
24 Service Provider Contact Person's Phone #	(907) 868-7125						
25 Service Provider Contact Person Email	aburr@gci.com						
26 Circuit Start Location	51003 Main St. Kobuk, AK 99751						
27 Circuit Termination Location	6831 Arctic Blvd Anchorage, AK 99518						
28 Billing Account Number	RH000220007						
29 Tariff, Contract or other document reference number	HC-465						
30 Date Contract Signed or Date HCP Selected Carrier	01-Feb-2016						
31 Contract Expiration Date (mm/dd/yyyy or NA if MTM)	31-Jan-2021						
32 Service Installation Date	20-Apr-2016						
33 Actual Rural Rate per Month (Enclose Documentation)	61965.00						
34 If you are a consortium member OR have multiple carriers, please attach a Circuit Diagram to show how the sites interconnect and which carrier(s) provides each circuit segment.						Circuit Diagram included: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
35 Are you a mobile rural health care provider?						<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, see instructions and attach a list of all sites to be served.	

IF YOU ARE REQUESTING SUPPORT FOR MILEAGE-BASED CHARGES, COMPLETE BLOCK 5 ONLY AND SKIP BLOCK 6. (PLEASE SEE INSTRUCTIONS). IF YOU ARE REQUESTING SUPPORT BASED ON URBAN/RURAL RATE COMPARISON, SKIP BLOCK 5 AND COMPLETE ONLY BLOCK 6. YOUR APPLICATION CANNOT BE PROCESSED IF BOTH BLOCKS ARE COMPLETED.

Block 5: Mileage-based Charge Discount Request

Complete this block if you are seeking support for mileage (distance-based) charges only. Do not enter any other charges in this block. You may need to ask your service provider representative to provide this information

36 Billed Circuit Miles				
37 Monthly Mileage Charges (Exclude Channel Termination chgs, etc.)				
38 Cost per Mile per Month				

If Line 33 equals Line 37, please ensure that ONLY mileage-related charges are included in Line 37. (See instructions.)

Block 6: Comprehensive Rate Comparison Request

Complete Block 6 if you have not completed Block 5 and are requesting support for all elements of your telecommunications service necessary for the provision of health care. The information in this block will establish the difference between the urban and rural rates for your requested service. Please contact RHCD at (800) 453-1546 if you need assistance.

39 One-time Urban Rate Charge (in selected large city)	0			
40 One-time Rural Rate Charge (in city where HCP is located)	0			
41 Monthly Urban Rate (in selected large city). From RHCD website: <input type="checkbox"/> or Other rate documentation attached: <input checked="" type="checkbox"/>	340.00			

If your circuit includes charges for mileage over the Maximum Allowable Dist., (Line 19), please complete Lines 42 to 44. Otherwise, skip to Block 7.

42 Billed Circuit Miles				
43 Monthly Mileage Based Charges				
44 Cost per Mile per Month				

Block 7: Bid Documentation

45 Did you receive any bids in response to the Form 465 Request for Services posted on the RHCD website? ☐ Yes ☒ No
If you checked yes, copies of the bids MUST be submitted to RHCD.

Block 8: Certification

46 ☒ I certify that the above named entity has considered all bids received and selected the most cost-effective method of providing the requested service or services. The "most cost-effective service" is defined in the Universal Service Order as the service available at the lowest cost after consideration of the features, quality of transmission, reliability, and other factors that the health care provider deems necessary for the service to adequately transmit the health care services required by the health care provider.

47 ☒ Pursuant to 47 C.F.R. Secs. 54.601 and 54.603, I certify that the HCP or consortium that I am representing satisfies all of the requirements herein and will abide by all of the relevant requirements, including all applicable FCC rules, with respect to universal service benefits provided under 47 U.S.C. Sec. 254. I understand that any letter from RHCD that erroneously states that funds will be made available for the benefit of the applicant may be subject to rescission.

48 ☒ I hereby certify that the billed entity will maintain complete billing records for the service for five years.

49 ☒ I certify that I am authorized to submit this request on behalf of the above-named Billed Entity and HCP, and that I have examined this form and attachments and that to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

50 Signature Electronically signed	51 Date 22-Apr-2016
52 Printed name of authorized person Christina Hensley	53 Title or position of authorized person IT Director
54 Employer of authorized person Maniilaq Association	55 Employer's FCC RN 0013949375

Please remember:

- ♦ You must submit one Form 466 for each service (i.e., circuit) for which you request reduced rates. For example:
 - If you are requesting reduced rates for two T1 lines, you must submit two Forms 466.
 - If you are requesting reduced rates for two ISDN lines & one Frame Relay line, you must submit three Forms 466.
- ♦ If the service described on this form is subject to the 28-day competitive bidding requirement, do not select a carrier or complete the Form 466 before or during the 28-day posting period.
- ♦ You must provide evidence of the urban rate if you have completed Block 6 and have not used the urban rates from the website.
- ♦ This form, attachments, and supporting documents should be combined in one envelope and sent to the RHCD.
- ♦ If the service described on this form changes (e.g., rate change) during the funding year, you must notify RHCD immediately and submit a revised Form 466.
- ♦ If you have any questions, call RHCD at (800) 453-1546.

Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

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This form should be submitted online through the RHC Program online application system, My Portal.
<https://forms.universalservice.org/usaclogin/login.asp>

The deadline to submit this form is the June 30th end of the funding year.

Estimated time per response: 3 hours

Read instructions thoroughly before completing this form. Failure to comply may cause delayed or denied funding.

Block 1: HCP Information		FRN: 1578892			
1 HCP Name Noatak Clinic		2 HCP Number 10816			
3 Form 465 Application # 43159669	4 Consortium Name (If any)				
Block 2: Bill Payer Information					
5 Billed Entity Name Noatak Clinic		6 Billed Entity FCC RN 0013948591			
7 Contact Name Christina Hensley					
8 Address Line 1 733 2nd Avenue					
9 Address Line 2 PO Box 256					
10 City Kotzebue		11 State AK	12 Zip 99752		
13 Contact Phone # (907) 442-7092	14 Fax # (907) 442-7495	15 Email christina.hensley@maniilaq.org			
Block 3: Funding Year Information					
16 Funding Year - Check only one box <input type="checkbox"/> Year 2013 (7/1/2013-6/30/2014) <input type="checkbox"/> Year 2014 (7/1/2014-6/30/2015) <input checked="" type="checkbox"/> Year 2015 (7/1/2015-6/30/2016)					
Block 4: Service Information					
17 Type of Service & Circuit Bandwidth (Documentation required) Satellite Service 15 Mbps					
18 Total Billed Miles 0		19 Maximum Allowable Distance (From Form 465) 593			
20 Percentage of HCP's service used for the provision of health care. <u>100</u> (If less than 100%, please explain.) If the HCP indicated it is a part-time eligible entity (on Form 465), describe method of allocating prorated support. 					
Connection Information					
21 Service Provider Name		Carrier A	Carrier B	Carrier C	Carrier D
22 Service Provider Identification Number (SPIN)		GCI Communication Corp			
23 Service Provider Contact Person Name		143001199			
24 Service Provider Contact Person's Phone #		Ariel Burr			
25 Service Provider Contact Person Email		(907) 868-7125			
26 Circuit Start Location		aburr@gci.com			
27 Circuit Termination Location		90 Aaksaik Road Noatak, AK 99761			
28 Billing Account Number		6831 Arctic Blvd Anchorage, AK 99518			
29 Tariff, Contract or other document reference number		RH000220007			
30 Date Contract Signed or Date HCP Selected Carrier		HC-465			
31 Contract Expiration Date (mm/dd/yyyy or NA if MTM)		01-Feb-2016			
32 Service Installation Date		31-Jan-2021			
33 Actual Rural Rate per Month (Enclose Documentation)		20-Apr-2016			
34 If you are a consortium member OR have multiple carriers, please attach a Circuit Diagram to show how the sites interconnect and which carrier(s) provides each circuit segment.		61965.00			
35 Are you a mobile rural health care provider?		Circuit Diagram included: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, see instructions and attach a list of all sites to be served.			

IF YOU ARE REQUESTING SUPPORT FOR MILEAGE-BASED CHARGES, COMPLETE BLOCK 5 ONLY AND SKIP BLOCK 6. (PLEASE SEE INSTRUCTIONS). IF YOU ARE REQUESTING SUPPORT BASED ON URBAN/RURAL RATE COMPARISON, SKIP BLOCK 5 AND COMPLETE ONLY BLOCK 6. YOUR APPLICATION CANNOT BE PROCESSED IF BOTH BLOCKS ARE COMPLETED.

Block 5: Mileage-based Charge Discount Request

Complete this block if you are seeking support for mileage (distance-based) charges only. Do not enter any other charges in this block. You may need to ask your service provider representative to provide this information

36 Billed Circuit Miles				
37 Monthly Mileage Charges (Exclude Channel Termination chgs, etc.)				
38 Cost per Mile per Month				

If Line 33 equals Line 37, please ensure that ONLY mileage-related charges are included in Line 37. (See instructions.)

Block 6: Comprehensive Rate Comparison Request

Complete Block 6 if you have not completed Block 5 and are requesting support for all elements of your telecommunications service necessary for the provision of health care. The information in this block will establish the difference between the urban and rural rates for your requested service. Please contact RHCD at (800) 453-1546 if you need assistance.

39 One-time Urban Rate Charge (in selected large city)	0			
40 One-time Rural Rate Charge (in city where HCP is located)	0			
41 Monthly Urban Rate (in selected large city). From RHCD website: <input type="checkbox"/> or Other rate documentation attached: <input checked="" type="checkbox"/>	340.00			

If your circuit includes charges for mileage over the Maximum Allowable Dist., (Line 19), please complete Lines 42 to 44. Otherwise, skip to Block 7.

42 Billed Circuit Miles				
43 Monthly Mileage Based Charges				
44 Cost per Mile per Month				

Block 7: Bid Documentation

45 Did you receive any bids in response to the Form 465 Request for Services posted on the RHCD website? ☐ Yes ☒ No
If you checked yes, copies of the bids MUST be submitted to RHCD.

Block 8: Certification

46 <input checked="" type="checkbox"/> I certify that the above named entity has considered all bids received and selected the most cost-effective method of providing the requested service or services. The "most cost-effective service" is defined in the Universal Service Order as the service available at the lowest cost after consideration of the features, quality of transmission, reliability, and other factors that the health care provider deems necessary for the service to adequately transmit the health care services required by the health care provider.	
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48 <input checked="" type="checkbox"/> I hereby certify that the billed entity will maintain complete billing records for the service for five years.	
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50 Signature Electronically signed	51 Date 22-Apr-2016
52 Printed name of authorized person Christina Hensley	53 Title or position of authorized person IT Director
54 Employer of authorized person Maniilaq Association	55 Employer's FCC RN 0013949375

Please remember:

- ♦ You must submit one Form 466 for each service (i.e., circuit) for which you request reduced rates. For example:
 - If you are requesting reduced rates for two T1 lines, you must submit two Forms 466.
 - If you are requesting reduced rates for two ISDN lines & one Frame Relay line, you must submit three Forms 466.
- ♦ If the service described on this form is subject to the 28-day competitive bidding requirement, do not select a carrier or complete the Form 466 before or during the 28-day posting period.
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- ♦ This form, attachments, and supporting documents should be combined in one envelope and sent to the RHCD.
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This form should be submitted online through the RHC Program online application system, My Portal.
<https://forms.universalservice.org/usaclogin/login.asp>

The deadline to submit this form is the June 30th end of the funding year.

Estimated time per response: 3 hours

Read instructions thoroughly before completing this form. Failure to comply may cause delayed or denied funding.

Block 1: HCP Information		FRN: 1578894			
1 HCP Name Point Hope Clinic		2 HCP Number 10818			
3 Form 465 Application # 43159670	4 Consortium Name (If any)				
Block 2: Bill Payer Information					
5 Billed Entity Name Point Hope Clinic		6 Billed Entity FCC RN 0013948682			
7 Contact Name Christina Hensley					
8 Address Line 1 733 2nd Avenue					
9 Address Line 2 PO Box 256					
10 City Kotzebue		11 State AK	12 Zip 99752		
13 Contact Phone # (907) 442-7092	14 Fax # (907) 442-7495	15 Email christina.hensley@maniilaq.org			
Block 3: Funding Year Information					
16 Funding Year - Check only one box <input type="checkbox"/> Year 2013 (7/1/2013-6/30/2014) <input type="checkbox"/> Year 2014 (7/1/2014-6/30/2015) <input checked="" type="checkbox"/> Year 2015 (7/1/2015-6/30/2016)					
Block 4: Service Information					
17 Type of Service & Circuit Bandwidth (Documentation required) Satellite Service 15 Mbps					
18 Total Billed Miles 0	19 Maximum Allowable Distance (From Form 465) 702				
20 Percentage of HCP's service used for the provision of health care. <u>100</u> (If less than 100%, please explain.) If the HCP indicated it is a part-time eligible entity (on Form 465), describe method of allocating prorated support. <div style="border-bottom: 1px solid black; height: 1em; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1em; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1em; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1em; margin-bottom: 5px;"></div>					
Connection Information		Carrier A	Carrier B	Carrier C	Carrier D
21 Service Provider Name	GCI Communication Corp				
22 Service Provider Identification Number (SPIN)	143001199				
23 Service Provider Contact Person Name	Ariel Burr				
24 Service Provider Contact Person's Phone #	(907) 868-7125				
25 Service Provider Contact Person Email	aburr@gci.com				
26 Circuit Start Location	1729 Qalgi Avenue Point Hope, AK 99766				
27 Circuit Termination Location	6831 Arctic Blvd Anchorage, AK 99518				
28 Billing Account Number	RH000220007				
29 Tariff, Contract or other document reference number	HC-465				
30 Date Contract Signed or Date HCP Selected Carrier	01-Feb-2016				
31 Contract Expiration Date (mm/dd/yyyy or NA if MTM)	31-Jan-2021				
32 Service Installation Date	25-Apr-2016				
33 Actual Rural Rate per Month (Enclose Documentation)	61965.00				
34 If you are a consortium member OR have multiple carriers, please attach a Circuit Diagram to show how the sites interconnect and which carrier(s) provides each circuit segment. Circuit Diagram included: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
35 Are you a mobile rural health care provider? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, see instructions and attach a list of all sites to be served.					

IF YOU ARE REQUESTING SUPPORT FOR MILEAGE-BASED CHARGES, COMPLETE BLOCK 5 ONLY AND SKIP BLOCK 6. (PLEASE SEE INSTRUCTIONS). IF YOU ARE REQUESTING SUPPORT BASED ON URBAN/RURAL RATE COMPARISON, SKIP BLOCK 5 AND COMPLETE ONLY BLOCK 6. YOUR APPLICATION CANNOT BE PROCESSED IF BOTH BLOCKS ARE COMPLETED.

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38 Cost per Mile per Month				

If Line 33 equals Line 37, please ensure that ONLY mileage-related charges are included in Line 37. (See instructions.)

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Complete Block 6 if you have not completed Block 5 and are requesting support for all elements of your telecommunications service necessary for the provision of health care. The information in this block will establish the difference between the urban and rural rates for your requested service. Please contact RHCD at (800) 453-1546 if you need assistance.

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40 One-time Rural Rate Charge (in city where HCP is located)	0			
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If your circuit includes charges for mileage over the Maximum Allowable Dist., (Line 19), please complete Lines 42 to 44. Otherwise, skip to Block 7.

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Block 7: Bid Documentation

45 Did you receive any bids in response to the Form 465 Request for Services posted on the RHCD website? ☐ Yes ☒ No
If you checked yes, copies of the bids MUST be submitted to RHCD.

Block 8: Certification

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50 Signature Electronically signed	51 Date 22-Apr-2016
52 Printed name of authorized person Christina Hensley	53 Title or position of authorized person IT Director
54 Employer of authorized person Maniilaq Association	55 Employer's FCC RN 0013949375

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The deadline to submit this form is the June 30th end of the funding year.

Estimated time per response: 3 hours

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Block 1: HCP Information		FRN: 1578896																																																																							
1 HCP Name Selawik Clinic		2 HCP Number 10819																																																																							
3 Form 465 Application # 43159671	4 Consortium Name (If any)																																																																								
Block 2: Bill Payer Information																																																																									
5 Billed Entity Name Selawik Clinic		6 Billed Entity FCC RN 0013948757																																																																							
7 Contact Name Christina Hensley																																																																									
8 Address Line 1 733 2nd Avenue																																																																									
9 Address Line 2 PO Box 256																																																																									
10 City Kotzebue		11 State AK	12 Zip 99752																																																																						
13 Contact Phone # (907) 442-7092	14 Fax # (907) 442-7495	15 Email christina.hensley@maniilaq.org																																																																							
Block 3: Funding Year Information																																																																									
16 Funding Year - Check only one box																																																																									
<input type="checkbox"/> Year 2013 (7/1/2013-6/30/2014) <input type="checkbox"/> Year 2014 (7/1/2014-6/30/2015) <input checked="" type="checkbox"/> Year 2015 (7/1/2015-6/30/2016)																																																																									
Block 4: Service Information																																																																									
17 Type of Service & Circuit Bandwidth (Documentation required) Satellite Service 15 Mbps																																																																									
18 Total Billed Miles 0		19 Maximum Allowable Distance (From Form 465) 487																																																																							
20 Percentage of HCP's service used for the provision of health care. <u>100</u> (If less than 100%, please explain.)																																																																									
If the HCP indicated it is a part-time eligible entity (on Form 465), describe method of allocating prorated support.																																																																									
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ATTACHMENT 14

Date: 11/3/2017
Program: Telecommunications Program
Funding Year(s): 2017
Health Care Provider (HCP) Name(s): Maniilaq Medical Center
HCP Number(s): 10810
Funding Request Number(s) (FRNs): 1720870

Rural Health Care Telecommunications Program Questions

The Universal Service Administrative Company (USAC) is requesting additional information and/or documentation to support the funding request(s) submitted for funding year (FY) 2017 in the federal Universal Service Rural Health Care Telecommunications Program (RHC Telecom Program).

The RHC Telecom Program provides eligible health care providers (HCPs) with support for the difference between urban and rural rates for eligible telecommunications services, subject to limitations set forth in Federal Communication Commission (FCC or Commission) rules.¹

Competitive Bidding

FCC rules require HCPs participating in the RHC Telecom Program to conduct a competitive bidding process for eligible services by submitting an FCC Form 465, considering all bids received, waiting 28 days before selecting or signing a contract for eligible services, and selecting the most cost-effective method of providing the supported service.²

- (1) Please describe the competitive bidding and bid evaluation process that resulted in the selection of the service provider to provide the requested service(s).
- (2) To the extent not already provided to USAC, please provide a copy of the contract with the service provider.
- (3) To the extent not already provided to USAC, please provide copies of all bids received, bid evaluation and vendor selection documentation (*e.g.*, score sheets, bid evaluation matrices), and any requests for proposals or other documents provided to prospective service providers concerning the requested service(s).
- (4) To the extent any bids were disqualified or received, but not considered, please explain the basis for disqualifying or not considering the bid.
- (5) Please explain how the applicant determined that the service provider's method of providing the supported service is the most cost effective method.

¹ See 47 C.F.R. §§ 54.602(a), 54.604(b).

² See 47 C.F.R. §§ 54.603(a), (b)(4), 54.615(a).

Further, pursuant to FCC rules, the competitive bidding process must be fair and open, and all potential bidders and service providers must have access to the same information and be treated in the same manner throughout the procurement process.³ Moreover, a service provider participating in the competitive bidding process cannot be involved in the preparation of the applicant's technology plan, FCC Form 465, request for proposal (RFP), or the vendor selection process.⁴ Consultants who have an ownership interest, sales commission arrangement, or other financial stake with respect to a bidding service provider are also prohibited from performing any of those tasks on behalf of the applicant.⁵

(6) Please describe what role, if any, any service provider and/or consultant or other third party played in the preparation and/or submission of FCC Forms and the competitive bidding process. Please also describe the role you played in the preparation and/or submission of FCC Forms and the competitive bidding process as the applicant.

(7) Please explain how you ensured that all potential bidders had access to the same information during the competitive bidding process.

Please submit your responses to these inquiries by **no later than fourteen (14) calendar days from the date of this letter**. If you have questions or concerns, please contact USAC immediately at 1-800-453-1546, prompt 2, then prompt 2. To the extent necessary, HCPs should work with their Service Providers to gather information necessary to answer these questions. However, it is ultimately the responsibility of the HCP to respond to these questions. Failure to provide the requested information and/or documentation within this time frame will result in denial of the funding request, a commitment adjustment, rejection of an invoice, and/or recovery of improperly disbursed funds. The responses you provide may also result in follow-up information requests by USAC as necessary.

³ See *Requests for Review of Decisions of the Universal Serv. Adm'r by Hosp. Networks Mgmt., Inc. Manchaca, Texas*, 31 FCC Rcd 5731, 5733 at para. 4 (2016).

⁴ *Id.*

⁵ *Id.*

Date: 11/3/17
Program: Telecommunications Program
Funding Year(s): 2017
Health Care Provider (HCP) Name(s): Maniilaq Association - Kiana Clinic
HCP Number(s): 10249
Funding Request Number(s) (FRNs): 1720857

Rural Health Care Telecommunications Program Questions

The Universal Service Administrative Company (USAC) is requesting additional information and/or documentation to support the funding request(s) submitted for funding year (FY) 2017 in the federal Universal Service Rural Health Care Telecommunications Program (RHC Telecom Program).

The RHC Telecom Program provides eligible health care providers (HCPs) with support for the difference between urban and rural rates for eligible telecommunications services, subject to limitations set forth in Federal Communication Commission (FCC or Commission) rules.¹

Competitive Bidding

FCC rules require HCPs participating in the RHC Telecom Program to conduct a competitive bidding process for eligible services by submitting an FCC Form 465, considering all bids received, waiting 28 days before selecting or signing a contract for eligible services, and selecting the most cost-effective method of providing the supported service.²

- (1) Please describe the competitive bidding and bid evaluation process that resulted in the selection of the service provider to provide the requested service(s).
- (2) To the extent not already provided to USAC, please provide a copy of the contract with the service provider.
- (3) To the extent not already provided to USAC, please provide copies of all bids received, bid evaluation and vendor selection documentation (*e.g.*, score sheets, bid evaluation matrices), and any requests for proposals or other documents provided to prospective service providers concerning the requested service(s).
- (4) To the extent any bids were disqualified or received, but not considered, please explain the basis for disqualifying or not considering the bid.
- (5) Please explain how the applicant determined that the service provider's method of providing the supported service is the most cost effective method.

¹ See 47 C.F.R. §§ 54.602(a), 54.604(b).

² See 47 C.F.R. §§ 54.603(a), (b)(4), 54.615(a).

Further, pursuant to FCC rules, the competitive bidding process must be fair and open, and all potential bidders and service providers must have access to the same information and be treated in the same manner throughout the procurement process.³ Moreover, a service provider participating in the competitive bidding process cannot be involved in the preparation of the applicant's technology plan, FCC Form 465, request for proposal (RFP), or the vendor selection process.⁴ Consultants who have an ownership interest, sales commission arrangement, or other financial stake with respect to a bidding service provider are also prohibited from performing any of those tasks on behalf of the applicant.⁵

(6) Please describe what role, if any, any service provider and/or consultant or other third party played in the preparation and/or submission of FCC Forms and the competitive bidding process. Please also describe the role you played in the preparation and/or submission of FCC Forms and the competitive bidding process as the applicant.

(7) Please explain how you ensured that all potential bidders had access to the same information during the competitive bidding process.

Please submit your responses to these inquiries by **no later than fourteen (14) calendar days from the date of this letter**. If you have questions or concerns, please contact USAC immediately at 1-800-453-1546, prompt 2, then prompt 2. To the extent necessary, HCPs should work with their Service Providers to gather information necessary to answer these questions. However, it is ultimately the responsibility of the HCP to respond to these questions. Failure to provide the requested information and/or documentation within this time frame will result in denial of the funding request, a commitment adjustment, rejection of an invoice, and/or recovery of improperly disbursed funds. The responses you provide may also result in follow-up information requests by USAC as necessary.

³ See *Requests for Review of Decisions of the Universal Serv. Adm'r by Hosp. Networks Mgmt., Inc. Manchaca, Texas*, 31 FCC Rcd 5731, 5733 at para. 4 (2016).

⁴ *Id.*

⁵ *Id.*

ATTACHMENT 15

From: [Christina Hensley](#)
To: [RHC-Review](#)
Cc: [Chad Sheldon](#); [Warren Whitmore](#)
Subject: RHC Telecommunications Program – Competitive Bidding Information Request HCP #s 10249; 10810; 10811; 10812; 10813; 10814; 10815; 10816; 10817; 10818; 10819; 10820
Attachments: [image003.jpg](#)
[1. RHC Telecommunication Program Competitive Bidding Information.docx](#)
[1.A. Maniilaq Association Purchasing and Procurement Policy.pdf](#)
[2.A. Contract HC-465 2016-02-01 signed.pdf](#)
[2.B. Contract HC-424 2015-02-25 signed.pdf](#)
[3.A. RFP General Information TELEHEALTH NETWORK SERVICE.pdf](#)
[3.B. Bid#1 GCI CMD Proposal - Maniilaq RFP Response 011816.pdf](#)
[3.C. Bid#2 EarthLink Business Proposal.pdf](#)
[3.D. Proposal Evaluation DRAFT.pdf](#)
[3.E. Summary evaluation memo.pdf](#)
Importance: High

Good afternoon,

Attached you will find Maniilaq's response to the Competitive Bidding information requested for your review. I have grouped all HCPs and FRNs into one response for your convenience.

Please let me know if you need anything else, I am happy to assist in any way I can.

Best regards,

Date: 11/16/17

Program: Telecommunication Program

Funding Year(s): 2017

Health Care Provider (HCP) Name(s): Maniilaq Association – Kiana Clinic (2 FRNs); Maniilaq Medical Center (3 FRNs); Ambler Clinic; Buckland Clinic; Deering Clinic; Kivalina Clinic; Kobuk Clinic; Noatak Clinic (2 FRNs); Noorvik Clinic; Point Hope Clinic; Selawik Clinic; Shugnack Clinic

HCP Number(s): 10249; 10810; 10811; 10812; 10813; 10814; 10815; 10816; 10817; 10818; 10819; 10820

Funding Request Number(s) (FRNs): 1720857; 1720860; 1727453; 1720847; 1720870; 1714957; 1720849; 1714995; 1714996; 1714997; 1720861; 1720862; 1720854; 1715126; 1720855; 1715129

Health Care Provider:	HCP Number(s):	Funding Request Number (s):
Maniilaq Association – Kiana Clinic	10249	1720857; 1720860
Maniilaq Medical Center	10810	1727453; 1720847; 1720870
Ambler Clinic	10811	1714957
Buckland Clinic	10812	1720849
Deering Clinic	10813	1714995
Kivalina Clinic	10814	1714996
Kobuk Clinic	10815	1714997
Noatak Clinic	10816	1720861
Noorvik Clinic	10817	1720862
Point Hope Clinic	10818	1720854
Selawik Clinic	10819	1715126
Shugnack Clinic	10820	1720855

Rural Health Care Telecommunication Program Questions & Answers

Competitive Bidding

- 1) Please describe the competitive bidding and bid evaluation process that resulted in the selection of the services provider to provide the requested service(s).
 - a) The competitive bidding and bid evaluation process is followed through the use of the Maniilaq Procurement Policy and USAC FCC Form 465 processes. The use of a FCC Form 465 as well as Invitations to Bid were advertised with the local/state newspaper (Anchorage Daily News) in compliance with the Maniilaq Procurement Policy, which requires competitive bidding.

Note: Please see page 9 and 10 for Competitive Bidding policy and procedures
[1.A Maniilaq Association Purchasing and Procurement Policy.pdf \(Click here\)](#)

- 2) To the extent not already provided to USAC, please provide a copy of the contract with the service provider.
 - a) [Contract HC-465 \(click here\)](#)
 - b) [Contract HC-424 \(click here\)](#)
- 3) To the extent not already proved to USAC, please provide copies of all bid received, bid evaluation and vendor selection documentations (e.g. score sheets, bid evaluation matrices), and any requests for proposals or other documents provided to prospective service providers concerning the requested service(s).
 - a) [RFP General Information for TELEHEALTH NETWORK SERVICE \(click here\)](#)
 - b) [Bid #1: GCI CMD Proposal \(click here\)](#)
 - c) [Bid #2: EarthLink Business Proposal \(Click here\)](#)
 - d) [Proposal Evaluation DRAFT \(Click here\)](#)
 - e) [Summary evaluation memo \(Click here\)](#)
- 4) To the extent any bids were disqualified or received, but not considered, please explain the basis for disqualifying or not considering the bid.
 - a) One of the two bids was not considered due to the capabilities and services not being a match for our requested terrestrial services. EarthLink's proposal, dated September 2, 2014, was reviewed and analyzed against our service request. Unfortunately, their capabilities and services were not a match for our requested terrestrial services at the time. To further investigate what EarthLink had to offer, a telephone discussion between Warren Whitmore, Maniilaq Health Information Technology Director, and Russell Jewell, EarthLink Senior Account Rep. was held where Mr. Jewell elaborated on what their current services are. The outcome of this was that an extensive research and build out would be necessary by EarthLink before their company could provide terrestrial services to our region. It was recommended to the Maniilaq President/CEO and General Counsel to move forward with another services provider.
- 5) Please explain how the applicant determined that the service provider's method of providing the supported service is the most cost effective method.
 - a) Proposals are evaluated to ascertain which contractor best meets the needs of the Association using an objective evaluation and ranking process on the basis of certain criteria.
- 6) Please describe what role, if any, any service provider and/or consultant or other third party played in the preparation and/or submission of FCC Forms and the competitive bidding process. Please also describe the role you played in the preparation and/or submission of FCC Forms and the competitive bidding process as the applicant.
 - a) There was no involvement from any service provider and/or consultant or other third party who played any role in the submission of the FCC Forms and the competitive bidding process.
 - b) The IT Director prepares the submission of FCC Forms and the competitive bidding process as the applicant.
- 7) Please explain how you ensured that all potential bidders had access to the same information during the competitive bidding process.

- a) A summary of the Request for Proposal is advertised in publications selected with the goal of obtaining an adequate number of qualified responses (e.g. local and statewide newspapers, organization website, and FCC Form 465). These advertisements offer contact information for the interested party to obtain a copy of the RFP as well as being available on the organizations website.

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MANIILAQ ASSOCIATION PURCHASING AND PROCUREMENT POLICY

1. SCOPE

Maniilaq Association (Maniilaq) is a tribal non-profit organization established pursuant to the Indian Self-Determination and Education Assistance Act to provide health, social and tribal services in Northwest Alaska. Maniilaq's procurement practices are generally governed by prudent business standards, the Uniform Administrative Guidance at 2 CFR Part 200, and the Indian Self-Determination and Education Assistance Act (ISDEAA), P.L. 93-638, as amended. Maniilaq's Purchasing and Procurement Policy (Policy) is intended to protect Maniilaq's financial interests by securing competitive, and conflict-free procurements.

1.1 Purpose and Implementation of Policy. This Policy establishes authority and rules relating to the procurement of equipment, supplies, services, and construction services by Maniilaq. Except as otherwise provided by the Board of Directors or this Policy, the authority to implement this Policy is delegated to the President/CEO and the Contract Manager. This Policy is designed to achieve maximum effectiveness and value of procurement practices throughout Maniilaq.

1.2 Procedures. The Contract Manager may issue procurement procedures to supplement this Policy, subject to the approval of the President/CEO. Compliance with the Maniilaq Purchasing and Procurement Policy is required of all Maniilaq employees, and violation may result in disciplinary action up to and including dismissal from employment.

1.3 Compliance with Other Procurement Requirements. Maniilaq shall comply with the procurement and program requirements of applicable federal or state agencies, or with the terms and conditions of any grant, contract, gift, or bequest as required, and consistent with, applicable state or federal law.

1.4 Definitions. Terms as used in this policy shall have the meaning given in Section 13 of this Policy.

2. ADMINISTRATION

2.1 Authority to Delegate.

2.1.1 President/CEO. Except as otherwise provided by the Board of Directors or this Policy, the authority to implement this Policy is delegated to the President/CEO, who may further delegate to other employees of Maniilaq. Delegations of authority must be in writing and specify the scope.

2.1.2 Authority to Delegate. The individual who has delegated authority to implement this Policy, or a portion thereof, may limit or revoke a delegation of authority at any time by issuing a written notice to the employee delegated authority under this section. A delegation of authority is automatically revoked upon the effective date of an employee's termination or resignation.

2.1.3 Delegated Authority. An employee delegated authority under this section may exercise that authority only in accordance with the written delegation, and procurement policy and procedures.

2.2 Responsible Contractors. Maniilaq shall award contracts only to responsible entities possessing the capacity to successfully perform the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance (including past performance for Maniilaq), and financial, administrative, and technical resources. Maniilaq will not award a contract to a person or firm that is excluded from participation in federal programs by the General Services Administration or the Office of Inspector General. Contractors barred from bidding or contracting with the State

of Alaska will also be disqualified. Maniilaq may use informal methods to assess and evaluate a proposed contractor's past performance for Maniilaq. If the Contract Manager determines a contractor "non-responsible", the contractor may protest the determination as provided in Section 11 of this Policy. The Protest Procedures in Section 11 shall be the exclusive remedy available to the contractor.

2.3 Small, Economically Disadvantaged, Minority-owned & Women-owned Business Enterprises. Maniilaq may take affirmative steps to contract with small, economically disadvantaged, minority-owned or women-owned businesses, and may require its prime contractors to take similar steps to maximize subcontractor participation by small, economically disadvantaged, minority-owned and women-owned businesses.

2.4 Intergovernmental Sources. Maniilaq is authorized to access intergovernmental sources of property, supplies or services, including purchases from or through the IHS, VA, GSA and ANTHC supply service center, as authorized by federal law at 25 U.S.C. Section 450j(k) and 40 U.S.C. Section 502. Such procurements need not be individually competed, but a cost or price analysis shall be performed for such procurements over \$150,000.

2.4 Treatment of Modifications and Extensions. All procurement or contract modifications and extensions not previously reviewed and approved as required by this Policy shall be considered new Maniilaq commitments, and thus shall be independently subject to all applicable review and approval processes set forth in this Policy.

2.5 Documentation. All procurements must be documented in writing. Current forms, formats, and procedures for procurement and contracting will be prepared by the Contract Manager and updated as appropriate. The Contract Manager will maintain the corporate file of procurement contracts currently in force. Procurement records of completed transactions for contracts of \$25,000 or more must be retained for a minimum of seven (7) years after final payment or conclusion of litigation or settlement, if any, whichever is later. Unless a specific funding agency requires Maniilaq to retain its procurement documents for a different period of time, all other procurement documents will be retained for a minimum of three (3) years after final payment or conclusion of litigation or settlement if any, whichever is later.

2.6 Cost or Price Analysis; Cost Plus Contracting. Maniilaq shall perform a cost or price analysis in connection with every procurement action in excess of \$150,000. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, Maniilaq shall make independent estimates before receiving bids or proposals. Maniilaq shall negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. Where appropriate, an analysis will be made of lease versus purchase alternatives to determine the most economical approach. The "cost-plus-a-percentage-of-cost" method of contracting will not be used.

2.7 Cancellation of Solicitations. Upon the Contract Manager's determination that cancellation of a solicitation is in Maniilaq's best interest, the affected solicitation (whether formal or informal) will be canceled. Cancellation may be based upon a change in Maniilaq's requirements, lack of funding, changed circumstances, mistake or ambiguity in the solicitation of such magnitude as to make amendment of the solicitation impracticable, or any other sound business reason as determined by the Contract Manager to be in the best interest of Maniilaq.

2.8 Rejection of All Bids or Proposals. Maniilaq may reject any and all bids or proposals received under any procurement method upon written determination by the Contract Manager or designee setting forth valid justification for rejection.

2.9 Required Procurement and Contract Clauses. Contracts and solicitations will include clauses required by state or federal statutes, executive orders, grant conditions, and this Policy.

2.10 Confidentiality. During the procurement process, information contained in proposals will be confidential, and will not be publicly disclosed or available until the Contract Manager or designee determines that disclosure will not prejudice the open and competitive procurement process. For example, the Contract Manager may elect to make proposals public only after a notice of award has issued or the applicable contract has been negotiated. Information contained in sealed bids will become public information at the time of public bid opening.

2.10.1 Proprietary and source selection information will be protected from unauthorized disclosure to the extent feasible.

2.10.2 Proprietary Information. Offerors who believe that information provided to Maniilaq contains proprietary information must clearly mark the cover page and each page that contains protected information with the phrase "PROPRIETARY INFORMATION."

2.10.3 Record Management. Procurement and other financial records of Maniilaq are subject to section 552a(b) of the Privacy Act. They may be disclosed as provided by that law and Maniilaq policy, including for routine uses, and in response to court order, request of Congress or any committee or subcommittee thereof, or any state or federal agency providing funding.

3. ALASKA NATIVE/AMERICAN INDIAN PREFERENCE

3.1 Scope of Preference. The Contract Manager shall take affirmative steps to promote the use of qualified Alaska Native/American Indian entities and individuals to the greatest extent feasible in contracts, subcontracts and purchasing, in accordance with Section 7(b) of ISDEAA (25 U.S.C. § 450e(b)).

3.2 List of Alaska Native/American Indian Entities. To promote maximum participation by qualified Alaska Native/American Indian entities and individuals, Maniilaq may, at its election, prepare and adopt solicitation lists of Alaska Native/American Indian sources of supplies and services.

3.3 Set-aside for Alaska Native/American Indian Entities. The Contract Manager may set aside competitive contracts and purchases exclusively for Alaska Native/American Indian entities and individuals, upon determining that two or more qualified Alaska Native/American Indian entities or individuals are likely to respond to the solicitation. When the solicitation involves goods or services for the benefit of one or more particular tribes or regions, the set-aside provided for in this subsection may be limited to Alaska Native/American Indian entities that are owned or controlled by members of the tribe or tribes intended to benefit or by Alaska Native/American Indians residing in the tribal communities intended to benefit.

3.4 Applying Preference in Openly Competed RFPs and ITBs.

3.4.1 Open RFP. When Maniilaq does not limit the request for proposals (RFP) to Alaska Native/American Indian entities or individuals, the evaluation method will include an evaluation point preference for such firms in an amount to be determined in advance of the solicitation, including additional points for Alaska Native/American Indian entities and individuals.

3.4.2 Open ITB. When Maniilaq does not limit invitation for bids (ITB) solely to Alaska Native/American Indian entities or individuals, the ITB shall contain a bidder's preference for Alaska Native/American Indian entities or individuals as follows, unless the Contract Manager approves another method of preference in accordance with this policy:

3.4.2.1 Not to exceed 2.5% if the aggregate amount of the contract is expected to be more than \$1,000,000.00, including all option years;

3.4.2.2 Not to exceed 5% if the aggregate amount of the contract is anticipated to be between \$500,000.00 and \$1,000,000.00, including all option years; and

3.4.2.3 Not to exceed 10% if the anticipated aggregate amount is less than \$500,000.00, including all option years.

3.5 Use of Other Policies and Practices. When Maniilaq is working with other tribal organizations or governmental entities, the Contract Manager may use their Alaska Native/Native American preference, local hire, or similar policies and practices in addition to or in lieu of Maniilaq's, provided that those policies and practices promote the use of qualified Alaska Native/American Indian entities and individuals to the greatest extent feasible under the circumstances.

3.6 Notices. Advertisements and notices of pending procurement must contain a notice of non-discrimination as well as a notice of Native/Indian preference by stating "Preference will be given to qualified Alaska Native/American Indian entities and/or individuals." Advertisements must state any evaluation method used to apply the preference, including a description of any innovative preference methods.

4. COMPETITIVE PROPOSALS

4.1 Standard for Use. Competitive proposals are used where the procurement decision will be based on other factors in addition to price.

4.2 Procedure. Competitive proposals must be solicited as follows:

4.2.1 Advertisement. The written request for proposal must identify the principal evaluation factors and their relative importance, including any preference. A summary of the RFP must be advertised in publications selected with the goal of obtaining an adequate number of qualified responses while limiting advertising costs. Insurance and bonding requirements, if any, will be stated in the RFP. The RFP must state the date and time for receipt of proposals. The date and time will be set so as to allow sufficient time for an adequate number of qualified responses to be submitted.

4.2.2 Evaluation. A method for evaluating the proposals received will be established and documented in advance of advertisement.

4.2.3 Award. Awards will be made to the qualified, responsible, responsive firm whose proposal is most advantageous to Maniilaq, with qualifications, price, and other factors considered.

4.2.4 Negotiation. Maniilaq may negotiate with one or more top-ranked offerors whose proposal indicates that the offeror is potentially qualified. If Maniilaq negotiates with more than one offeror, no other offeror will be provided price information about another offeror's proposal, pending completion of negotiations and execution of the contract.

5. SEALED BIDS

5.1 Standards for Use. Competitive sealed bidding/negotiation is used in major procurement transactions (and other procurement transactions when appropriate) where (1) a complete and realistic specification or purchase description is available, (2) two or more responsible bidders are willing and able to compete effectively for the

work, (3) the procurement lends itself to a firm fixed price contract, (4) it will not be necessary to conduct discussions with responding offerors about their bids, and (5) the selection of the successful bidder can be made principally on the basis of publicly-opened bid prices. If these conditions are not present, the Contract Manager may negotiate the procurement under procedures established pursuant to this policy.

5.2 Procedure. Sealed bids shall be solicited as follows:

5.2.1 Advertisement. The Invitation To Bid (ITB) will define the items or services sought and provide notice sufficient to insure timely responses by qualified bidders. A summary of the ITB shall be advertised in publications selected with the goal of obtaining an adequate number of qualified responses. Insurance, performance, payment, and bid bonding requirements, if any, shall be stated in the ITB.

5.2.2 Bid opening date and time. The ITB will state the date and time for the bid opening. The date and time will be set so as to allow sufficient time for an adequate number of qualified responses to be submitted.

5.2.3 Modifications and Withdrawals. The offeror may modify or withdraw a bid only by delivering a written notice of the modification or withdrawal to the Contract Manager or designee no later than the time set for bid opening. Modifications or withdrawals of bids or proposals are effective only if timely and actually received by the Contract Manager or designee. In using facsimile communications for this purpose, the proposed contractor assumes all risks associated with faxing documents to Maniilaq, including (1) loss or misrouting (2) failure in transmission (3) staff error (4) unreadability (5) delayed delivery to the Contract Manager or designee.

5.2.4 Use of facsimile. Maniilaq accepts bids by facsimile (fax), unless specifically authorized by the solicitation. Bids received by facsimile are ineffective and unacceptable.

5.2.5 Late bids. A bid received after the time set for bid opening is late. Late bids will not be considered, and will be held unopened and retained with other unsuccessful bids. The Contract Manager may (but is not required to) consider a late bid if it (a) was sent by registered or certified mail no later than two working days before the bid opening date, or (b) was timely sent by mail or authorized telegram to Maniilaq and was lost, delayed or mishandled by Maniilaq staff or the U.S. Postal Service.

5.2.6 Waiver of Formalities. In determining the successful bidder, the Contract Manager or designee may waive formalities, and allow correction of obvious typographical or clerical errors. Correction of bidder or offeror errors in judgment shall not be permitted.

5.2.7 Award. Award will be made to the lowest responsible, responsive bidder, subject to applicable preference requirements. Payment discounts will not be used to determine the low bid unless the Contract Manager or designee determines prior to solicitation that the discount can and will be taken at time of payment by Maniilaq. If equal or low bids are received, the Contract Manager or designee may select the contractor by documented and witnessed drawing of lots.

5.2.8 Single bid. If only one bid is received, or only one responsible bidder has submitted a bid, the Contract Manager or designee may, at his/her option, convert the competitive process to a negotiated procurement. The award will be made only if the single bidder is determined to be responsible and the price bid or offered is determined by the Contract Manager or designee to be fair and reasonable.

6. EXCEPTIONS TO COMPETITIVE PROCUREMENT METHODS

6.1 Micro Purchases. Maniilaq may use micro purchase procedures for purchases not exceeding \$3,000 in aggregate. Micro-purchases are purchases of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold of \$3,000. Maniilaq uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. Micro-purchases may be awarded without competitive quotes if Maniilaq considers the price reasonable.

6.2 Small Purchases. Maniilaq may use small purchase procedures for purchases greater than \$3,000 but not exceeding \$150,000 in aggregate. Small purchases are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold of \$150,000. Small purchase procedures require that (1) a cost or price analysis be performed and (2) proper approval be obtained for the dollar amount of the purchase.

6.3 Procurements Over \$150,000. Maniilaq may use noncompetitive or limited competition methods of procurement for procurements over the simplified acquisition threshold of \$150,000 only if approved by the Maniilaq Board. Noncompetitive procurements over \$150,000 shall only be approved by the Board if (1) a cost or price analysis has been performed and (2) it is an intergovernmental source, or one of the Criteria for Exceptions to Competitive Procurements has been met.

6.4 Intergovernmental Sources. Intergovernmental sources of property, supplies or services, including purchases from or through the IHS, VA, GSA and ANTHC supply service center, are authorized by federal law at 25 U.S.C. Section 450j(k) and 40 U.S.C. Section 502 and therefore need not be individually competed. For purchases exceeding \$150,000, a cost or price analysis shall be performed.

6.5 Published Transportation Fares and Tariffs. Published transportation/hotel fares and freight/carrier tariffs need not be individually competed. However, Maniilaq employees making such purchases shall secure the lowest price possible, including through use of: purchasing tickets in advance; EasyBiz; mileage tickets; gold points; coupons; PFD or 49er Club fares; seasonal sales; etc. The Contract Manager shall review a sample of such purchases annually to assure good value for Maniilaq.

6.6 Purchases Based on Regulated Utility Rates need not be individually competed if one of the Criteria for Exceptions to Competitive Procurements has been met. The Contract Manager shall perform a cost or price analysis on all such purchases annually, and take or recommend such actions as may be warranted under the circumstances to make sure Maniilaq is getting the best possible prices.

6.7 Cost or Price Analysis; Criteria for Exceptions

6.7.1 Cost or Price Analysis. Maniilaq shall perform a cost or price analysis in connection with every procurement action in excess of \$150,000. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, Maniilaq shall make independent estimates before receiving bids or proposals. Maniilaq shall negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, risk borne by contractor, contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding area for similar work.

6.7.2 Criteria for Exceptions to Competitive Procurements over \$150,000. Other than intergovernmental source purchases, one of the following criteria must be met for any purchase of over \$150,000 to not be competitively solicited.

6.7.2.1 Single Source. The item is available only from a single source;

6.7.2.2 Emergency. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

6.7.2.3 Non-Compete Authorization. A Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

6.7.2.4 Inadequate Competition. After solicitation of a number of sources, competition is determined inadequate.

7. INTERGOVERNMENTAL SOURCES

7.1 In General. Maniilaq may access intergovernmental sources as authorized by federal law at 25 U.S.C. Section 450j(k) and 40 U.S.C. Section 502. To foster greater economy and efficiency, Maniilaq will enter into federal, state, local, or tribal intergovernmental agreements for procurement or use of common property and services (including construction) or to share scarce health care resources to the maximum extent feasible. No competition or sole source justification is required, provided that an economic review is conducted and considered prior to the execution of the agreement. Maniilaq may require its contractors, subcontractors and service providers to use such supplies and property.

7.2 Federal Excess and Surplus Property. Maniilaq will use federal excess and surplus property in lieu of purchasing new property, consistent with the goal of attaining best value, while reducing costs to Maniilaq. The Contract Manager shall investigate the availability of excess federal property, supplies and equipment.

7.3 Sources of Supply. Maniilaq managers are encouraged to satisfy requirements for property, supplies or services through the sources listed below:

7.3.1 Excess from Federal Agencies.

7.3.2 Mandatory Federal Supply Schedules.

7.3.3 Optional use Federal Supply Schedules.

7.3.4 Alaska Native/American Indian sources.

7.3.5 Federal Agency Inventories. Federal Agency Inventories/Services from IHS, GSA, VA, DOD, or other federal agencies.

7.3.6 ANTHC/AFHCP. Alaska Native Tribal Health Consortium / Alaska Federal Health Care Partnership.

8. REQUIRED CLAUSES. The following clauses are required to be in all applicable Maniilaq contracts:

8.1 Alaska Native/American Indian Preference. As determined by the Contracts Manager, language approved by the General Counsel shall be included in contracts as needed to fully implement the Alaska Native/American Indian preference requirements of Sections 3, 4 and 5 of this Policy.

8.2 Termination for Cause and for Convenience. All contracts in excess of \$10,000 must include language approved by the General Counsel addressing termination for cause and for convenience by Maniilaq, including the manner by which it will be effected and the basis for settlement.

8.3 Remedies Clauses for Contracts Over \$150,000. All contracts over \$150,000 must contain language approved by the General Counsel that addresses administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8.4 Davis-Bacon Act Compliance. All prime construction contracts in excess of \$2,000 awarded by Maniilaq must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Contracts Manager shall place a copy of the current prevailing wage determination issued by the Department of Labor in each applicable solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Maniilaq shall report all suspected or reported violations to applicable Federal awarding agencies.

8.5 Copeland "Anti Kickback" Act. All prime construction contracts in excess of \$2,000 must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Maniilaq shall report all suspected or reported violations to applicable Federal awarding agencies.

8.6 Equal Employment Opportunity. All prime construction contracts in excess of \$2,000 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

8.7 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). All contracts awarded by Maniilaq in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

[8.7 Clean Air Act \(42 U.S.C. 7401–7671q.\) and the Federal Water Pollution Control Act \(33 U.S.C. 1251–1387\), as amended.](#) All contracts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Maniilaq shall report violations to applicable Federal awarding agencies and the Regional Office of the Environmental Protection Agency (EPA).

[8.8 Debarment and Suspension \(Executive Orders 12549 and 12689\)](#) Maniilaq shall include language in every contract that Maniilaq does not contract with parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

[8.9 Byrd Anti-Lobbying Amendment \(31 U.S.C. 1352\).](#) Maniilaq shall include language in every contract over \$100,000 requiring the contractor to file the required anti-lobbying certification, and also requiring every subcontractor with a subcontract over \$100,000 to also file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to Maniilaq.

9. CONTRACT TERMINATION

[9.1 Termination.](#) Unless specifically waived by the President/CEO or the Maniilaq Board, all contracts over \$10,000 shall contain a termination for convenience clause, in addition to termination for default provisions. Written approval of the President/CEO will be obtained prior to issuance of any termination notice, and the President/CEO shall effectuate terminations when it is in Maniilaq's best interest.

[9.2 Termination for Default.](#) All terminations for default shall be pursuant to the applicable contract provision(s) that were not complied with and applicable law, which shall supersede any provisions of this Policy.

10. STANDARDS OF CONDUCT

[10.1 Anti-competitive Contractor Conduct.](#) If any contractor or prospective contractors of Maniilaq, including their officers, employees, representatives, agents, or consultants, take the following actions with respect to any Maniilaq employee, officer, director, or agent who may have influence over or be involved in administering a Maniilaq procurement, such action may be cause for suspension or debarment from further participation in Maniilaq procurement contracts for a period of time determined by the Contract Manager to be justified in view of the seriousness of the conduct:

[10.1.2 Promising future benefit.](#) Make, directly or indirectly, any offer or promise of future employment, or business opportunity to, or engage, directly or indirectly, in any discussion of future employment or business opportunities with the purpose of influencing procurement decisions;

10.1.3 Gifts. Offer, give, or promise to offer or give, directly or indirectly, any money, gratuity, or other item of value;

10.1.4 Proprietary Solicitation. Solicit or obtain, directly or indirectly, any proprietary or nonpublic source selection information relating to an existing or potential procurement.

10.2 Standards of Conduct and Conflicts of Interest.

10.2.1 Prohibited parties. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

10.2.2 Limitations on use of federal or state funds for lobbying. Maniilaq will not use state or federal grant funds to pay for lobbying activities designed to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress.

10.2.3 Supplier representatives. Association with supplier representatives at luncheons, dinners, or business organization meetings are helpful in establishing better business understanding. The cost of such meals shall not exceed \$100 per person per meal.

10.2.4 Conflicts prohibited. No Board Director or committee member, employee, officer, or agent, of Maniilaq will participate in the selection or award of a contract or purchase if such participation constitutes a conflict of interest.

10.2.5 Conflict defined. A conflict arises when any of the following is, or has a substantial financial or other interest in a firm, considered for selection by Maniilaq for procurement or contract award:

- (a) A Board Director or committee member, employee, officer or agent;
- (b) Any member of his or her immediate family, or similarly situated member of his household;
- (c) His or her partner; or
- (d) An organization which employs or is about to employ any of the above.

A "substantial financial or other interest" includes any ownership in a private business entity, partnership or corporation; ownership of 5% or more of a publicly-held or traded entity; serving as a Board Director or committee member, employee, officer or other agent for, or having a concrete and substantial expectation of future employment or financial affiliation with a firm considered for selection for award. An interest valued at \$300 or less is not considered substantial.

10.2.6 General Disclosure and Waiver of Conflicts.

10.2.6.1 Board Directors and committee members, employees, officers, and agents will diligently guard against the appearance of impropriety or conflict of interest. They will disclose any potential conflicts of interest to the President/CEO or Contract Manager when they become aware of potential conflicts. In addition, Board Directors and committee members will report potential conflicts in accordance with the Board’s Code of Conduct and other policies and rules that may be adopted by the Board.

10.2.6.2 A potential conflict of interest may be waived only after full disclosure and review, and a determination (1) that the potential conflict will not affect or prejudice the procurement in any manner and (2) that waiver is in the best interests of the corporation. The basis for any waiver as well as any conditions that may be imposed to safeguard the propriety of the process must be documented in writing. For potential conflicts involving the President/CEO, Board Directors and committee members, the conflict may be waived by the Chair or as otherwise provided by the Board. For potential conflicts involving employees, officers, and agents, the conflict may be waived by the President/CEO.

10.2.6.3 ANCSA Corporation interests. A shareholder of an ANCSA corporation is not considered to have a substantial financial or other interest in that corporation, unless the shareholder is also an employee of the ANCSA Corporation or receives in excess of \$2,000 per year in compensation as director, consultant, or agent of the corporation.

10.3 Enforcement. The Contract Manager will promptly notify the President/CEO of potential conflicts of interest and related issues involving any Maniilaq employee or Board or Board committee member. In the event the Contract Manager becomes aware of the potential conflict of interest of the President/CEO, the Contract Manager will promptly notify the Board Chair. In the event of violation of this Policy, or to avoid the appearance of impropriety, the Contract Manager may:

10.3.1 Excusal. Require employees, officers or agents of Maniilaq to excuse themselves from the affected procurement.

10.3.2 Terminate/Cancel. Cancel, rescind, terminate or void any affected contract, solicitation, purchase order, or other procurement opportunity, for cause or convenience, as determined by the Contract Manager.

10.3.3 Recovery. Recover the amounts expended and property transferred by Maniilaq to the contractor;

10.3.4 Continuation. If the violation was innocent or did not actually prejudice the integrity of the procurement process, elect to continue the process after recusal by the conflicted Maniilaq employee, official, or agent, or terminate the affected contract for convenience;

10.3.5 Discipline. Advise the appropriate Department head if an employee, officer, or agent of Maniilaq violated this Policy and is subject to discipline, up to and including immediate dismissal for cause.

11. PROTEST PROCEDURES

Potential contractors or suppliers who wish to protest awards by Maniilaq will submit their complaints in accordance with the following procedure:

11.1 Written Protest Required; Time for Filing. A bid protestor must file a written statement, describing the protest, with the Contract Manager. The Contract Manager will consider all protests whether submitted before or after award. Protests based on alleged improprieties in any type of solicitation which are apparent before bid opening or the closing date for receipt of proposals must be filed before bid opening or before the closing date for receipt of proposals. In all other cases, protests must be filed no later than ten (10) calendar days after the basis of the protest is known or should have been known, whichever is earlier.

11.2 Contract Manager's Final Decision. The Contract Manager shall determine the issues raised by the protest and notify the protestor of his/her decision within fifteen (15) days after receipt of the written protest,

unless additional time is needed for administrative reasons. The decision of the Contract Manager will be final unless appealed in accordance with this policy.

11.3 Appeal of Contract Manager's Decision. If the protestor is dissatisfied with the decision of the Contract Manager, the protestor may, within fifteen (15) calendar days, submit an appeal to the President/CEO. On appeal, the President/CEO may revise, reverse, or ratify the decision of the Contract Manager. If the President/CEO elects to conduct further investigation, he/she will notify the protestor within fifteen (15) calendar days after receipt of the appeal notice.

11.4 Procurement Action Pending Protest Decision. If in the best interest of Maniilaq, the Contract Manager may proceed with contract award prior to decision in a pending protest. In deciding whether to proceed with the contract award, the Contract Manager should consider all potential adverse consequences, including liability concerns as a result of the chosen course of action.

11.5 Effect of Protest Procedure. Nothing in this protest procedure or in this Policy may be construed to impose a duty on Maniilaq or to waive or diminish any protection Maniilaq may have under the doctrine of sovereign immunity or Public Law 101-512 (set out in a note following 25 U.S.C. § 450f), nor shall this protest procedure or any part of this Policy be construed to imply any liability on the part of Maniilaq for any failure to consider all bids, proposals or protests fairly, accurately, or honestly.

12. CONTRACT DISPUTES

12.1 Timing. Maniilaq contracts shall provide that all contractor claims from disputes arising under a contract or its performance shall be submitted to the Contract Manager or designee no later than thirty (30) days after the dispute arises. This provision shall not reduce a contractor's obligation to provide prompt notice of newly discovered conditions, to submit change order requests or claims, or to timely provide other notices, requests or claims which may be required or authorized on a different time frame by the implied or express provisions of the contract.

12.2 Contents. Contract claims for relief must be in writing. A claim must specifically identify the nature of the claim, provide the factual and legal basis for the claimed relief, cite the applicable contract provisions, and state the specific remedy requested.

12.3 Response. The Contract Manager will issue a decision within thirty (30) calendar days after date of receipt of a request for final decision unless additional time is required for administrative reasons. The decision of the Contract Manager shall be final unless appealed in accordance with this policy.

12.4 Appeal. If the contractor is dissatisfied with the Contract Manager's decision, he/she may file a written appeal to the President/CEO no later than twenty (20) calendar days after date of receipt of the Contract Manager's decision. The appeal must identify the reason(s) alleged as to why the Contract Manager's decision is in error.

On appeal, the President/CEO may revise, reverse, or ratify the decision of the Contract Manager. If the President/CEO elects to investigate further, he/she will notify the contractor within sixty (60) calendar days after receipt of the appeal notice. The President/CEO's written appeal decision will be final.

12.5 Other Dispute Resolution Mechanisms. A contract may specifically provide for dispute resolution in a manner which supplements or modifies this procedure. To the extent practicable, the contract procedure and this Policy will be construed together. In the event of irreconcilable differences, the contract will govern. The Contract

Manager may propose alternative dispute resolution procedures including mediation or arbitration to resolve any contract dispute.

12.6 Effect of Dispute Procedure. Nothing in this dispute procedure or in this Policy may be construed to impose a duty on Maniilaq or to waive or diminish any protection Maniilaq may have under the doctrine of sovereign immunity or Public Law 101-512 (set out in a note following 25 U.S.C. § 450f), nor shall this dispute procedure or any part of this Policy be construed to imply any liability on the part of Maniilaq for any failure to consider all contract disputes fairly, accurately, or honestly.

13. DEFINITIONS

13.1 Alaska Native/American Indian. Any of the following natural persons:

- (1) Any citizen of the United States who is a person of one-fourth degree or more Alaska Native or American Indian heritage or who is regarded as an Alaska Native by the Native village or Native group of which he or she claims to be a member and whose father or mother is (or, if deceased, was) regarded as Native by any village or group; or
- (2) Any person of Indian or Alaska Native descent who is a member of, or eligible for membership in, any federally recognized Indian Tribe, or an original ANCSA shareholder; or
- (3) Any descendant of a person of American Indian or Alaska Native descent who is or was (if deceased) a member of, or eligible for membership in, any federally recognized Indian Tribe or an original ANCSA shareholder.

13.2 Alaska Native/American Indian Entity. An Alaska Native/American Indian Entity includes an entity described in (1), (2) or (3) below:

- (1) An Indian tribe, a tribal organization and intertribal consortium.
- (2) Any Alaska Native Claims Settlement Act Regional Corporation, Village Corporation, Urban Corporation or Group Corporation whose Settlement and Common Stock and other stock held by holders of Settlement Common Stock and by Natives and descendants of Natives represent greater than 50% of both
 - (a) The total equity of the corporation, and
 - (b) The total voting power of the corporation for the purpose of electing directors.
- (3) a cooperative, enterprise, corporation, subsidiary, joint venture (JV), partnership, Limited Liability Partnership (LLP), Limited Liability Company (LLC), or other business association that meets the conditions of subsections (a) and (b) below.
 - (a) The entity is owned or controlled by AN/AI interests as demonstrated by at least one of the following:
 - (i) Greater than 50% of the total voting power of the governing board or its equivalent is AN/AI-controlled; or
 - (ii) Greater than 50% of the total equity of the enterprise is AN/AI-contributed, with “equity” for purposes of this subsection to include the market value of the enterprise’s stock and all other capital, and the market value of the enterprise’s real and personal property.
 - (b) The entity is primarily administered for the benefit of AN/AIs as demonstrated by one of the following:

(i) At least 51% of the enterprise's service costs under the contract is expended on AN/Als or AN/AI Entities, to include the cost of employee salaries and benefits, and the cost of service subcontractors during the term of a contract; or

(ii) Greater than 50% of the profits (if any) or revenue expenditures inure to AN/AI benefit.

13.3 Capital Asset. *Capital assets* means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:

- a. Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
- b. Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance).

13.4 Capital Expenditures. *Capital expenditures* means expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.

13.5 Claim. *Claim* means, depending on the context, either:

(a) A written demand or written assertion by one of the parties to a Federal award seeking as a matter of right: (1) The payment of money in a sum certain; (2) the adjustment or interpretation of the terms and conditions of the Federal award; or (3) other relief arising under or relating to a Federal award.

(b) A request for payment that is not in dispute when submitted.

13.6 Contract. *Contract* means a legal instrument by which Maniilaq purchases property or services needed to carry out a project or program, including under a Federal award. Federally-funded grants and subgrants shall not be considered to be contracts for purposes of this Policy, nor shall the relationship between Maniilaq and its employees be considered to be contracts for purposes of this Policy.

13.7 Contract Manager. The position at Maniilaq which is assigned general responsibility for administering corporate-wide procurements.

13.8 Contractor. *Contractor* means an entity that receives a contract covered by this Policy.

13.9 Contracting Officer. An individual who is designated in writing by the President/CEO or the Contract Manager to exercise delegated procurement authority and to execute Maniilaq procurement transactions and contracts.

13.10 Effective Date of Termination. The date on which the notice of termination requires the contractor to stop performance under the contract.

13.11 Equipment. *Equipment* means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000.

- a. *General purpose equipment* means equipment which is not limited to research, medical, scientific or other technical activities. Examples include office equipment and furnishings, modular offices, telephone

networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment, and motor vehicles.

b. *Special purpose equipment* means equipment which is used only for research, medical, scientific, or other technical activities. Examples of special purpose equipment include microscopes, x-ray machines, surgical instruments, and spectrometers.

13.12 General Services Administration (GSA). The federal agency which acquires numerous commonly used property items and services and stocks the supplies at depots and stores throughout the United States for use by federal agencies, or other eligible entities such as Tribal Contractors.

13.13 Indian Tribe. Any Indian Tribe, band, nation or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

13.14 Intergovernmental Acquisition. A procedure by which a federal, state, local or tribal agency that needs property or services (including construction) obtains them from another federal, state, local, or tribal agency (servicing agency).

13.16 Invitation for Bids (Sealed Bidding) ("ITB"). Solicitation for sealed bidding, where selection is based primarily on price.

13.17 Major Procurement Transaction. Any procurement of services, supplies, or property of more than \$150,000 in the aggregate.

13.18 Procurement. The process of obtaining or acquiring property (personal, real, and supplies) services, or construction under a contract, contracts, or other purchase arrangements between Maniilaq and parties external to Maniilaq, including the acquisition, purchase or use of governmental services or supplies.

13.19 Professional Services. Any professional, technical or consultant services which are predominately intellectual in character, including analysis, evaluation, predicting, planning or recommendation resulting in the production of a report or the completion of a task. The term embraces those professions having a recognized status based upon acquiring professional knowledge through prolonged study.

13.20 Protest. A formal objection against award or proposed award of a contract by actual or prospective bidder or offeror whose direct economic interest would be affected by the award of or failure to award a particular contract.

13.21 Request for Proposals ("RFP"). Solicitation for proposals where price is not the sole determining factor in selection.

13.22 Responsive Bidder. A firm or person who has submitted a bid that conforms in all material respects to the solicitation.

13.23 Service. The furnishing of labor, time or effort of a contractor whose primary purpose is to perform an identifiable task rather than to furnish an end item of supply. A service may be either personal or non-personal; it can include services performed by either professional or nonprofessional personnel whether on an individual or organizational basis. It includes, but is not limited to, the following: maintenance/replacement of equipment, maintenance/repair of real property, construction, housekeeping, advisory and assistance, operating

government-owned equipment, facilities, and systems, telecommunications, architect-engineering, transportation, and research and development.

13.24 Simplified Acquisition Threshold. *Simplified acquisition threshold* means the dollar amount below which Maniilaq may purchase property or services using small purchase methods. Maniilaq uses small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. Maniilaq's simplified acquisition threshold is \$150,000.

13.25 Small Purchase. A procurement of services, supplies, or property that does not exceed \$150,000.

13.26 Specification. A description of the physical or functional characteristics, or of the nature of a supply, service, professional service or construction project. It may include requirements for licensing, inspecting, testing and delivery.

13.27 Supplies. *Supplies* means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

13.28 Supply Service Center. A supply warehouse established and operated by ANTHC from which Maniilaq carries in stock and draws medical, administrative, housekeeping, or food supplies.

13.29 Tribal Organization. An entity that meets the definition of "tribal organization" under the Indian Self-Determination Act or the recognized governing body of any Indian tribe; any legally established organization of Indians which is controlled, sanctioned, or chartered by such governing body or which is democratically elected by the adult members of the Indian community to be served by such organization and which includes the maximum participation of Indians in all phases of its activities.

14. ROUTING, REVIEW AND AUTHORIZATION LEVELS

14.1 Routing and Review. All contracts over \$3,000 must be routed through the Contract Manager, reviewed by General Counsel with regard to protecting Maniilaq, and reviewed by the CFO with regard to whether the affected department(s) have adequate funds to pay for the items or services.

14.2 Authority to Approve Contracts - Amount. In addition to any other requirements of this Policy and consistent with prudent business practices, authority to approve contracts by amount is as follows:

14.2.1 All contracts over \$75,000 in aggregate value must be approved by the Maniilaq Board.

14.2.2 Contracts over \$25,000 but less than \$75,000 in aggregate value must be approved by the President/CEO.

14.2.3 Contracts over \$10,000 but less than \$25,000 in aggregate value must be approved by an Administrator, the CFO or the President/CEO.

14.2.4 Contracts over \$5,000 but less than \$10,000 in aggregate value must be approved by a Director, Administrator, the CFO or the President/CEO.

14.2.5 Contracts under \$5,000 in aggregate value must be approved by a Manager, Director, Administrator, the CFO or the President/CEO.

14.3 Authority to Approve Contracts – Subject Matter. In addition to any other requirements of this Policy and consistent with prudent business practices, authority to approve contracts by subject matter is as follows:

14.3.1 Health Services Contracts. All contracts for health services related items and services must be approved by the Health Services Administrator.

14.3.2 Social Services Contracts. All contracts for social services related items and services must be approved by the Social Services Administrator.

14.3.3 Tribal Government Services Contracts. All contracts for tribal government services related items and services must be approved by the Tribal Government Services Administrator.

14.3.4 Finance Contracts. All contracts for finance related items and services must be approved by the CFO.

14.3.5 IT Contracts. All contracts for IT related items and services must be approved by the CIO.

14.3.6 Legal Contracts. All contracts for legal services must be approved by the General Counsel.

14.3.7 HR Contracts. All contracts for HR related items and services must be approved by the HR Director.

14.3.8 Extended Facilities Contracts. All contracts for non-MHC facility items and services must be approved by the Extended Facilities Director.

14.3.9 Planning and Development Contracts. All contracts for planning and development services must be approved by the Planning and Development Director.

14.3.10 Capital Expenditures Contracts. All contracts for capital assets and capital expenditures must be approved by the Capital Projects Director.

14.4 Authority to Process Payment. Authority to process payment on approved contracts shall be as follows:

14.4.1 Payments over \$75,000 on an approved contract must be authorized by the President/CEO and in addition, the CFO or an Administrator.

14.4.2 Payments over \$25,000 but less than \$75,000 on an approved contract must be authorized by the President/CEO.

14.4.3 Payments over \$10,000 but less than \$25,000 on an approved contract must be authorized by an Administrator, the CFO or the President/CEO.

14.4.4 Payments over \$5,000 but less than \$10,000 on an approved contract must be authorized by a Director, Administrator, the CFO or the President/CEO.

14.4.5 Payments of \$5,000 or less on an approved contract must be authorized by a Manager, Director, Administrator, the CFO or the President/CEO.

GCI Communication Corp.
USAC SPIN 143001199
FCCRN 0001-5688-80

2550 Denali Street, Suite 1000
Anchorage, Alaska 99503
907-868-5600



GCI Medical Services Agreement HC-465

GCI Communication Corp. ("GCI"), an Alaska corporation will provide and Maniilaq Association ("Customer") will take the Service(s) described below. This Services Agreement and the following GCI Medical Services Terms and Conditions are referred to collectively as the "Agreement." This Agreement sets forth the specific pricing for the service(s) GCI will provide to the Customer (collectively, "Pricing").

Service	Qty	Unit Price		Extended Price	
		Install	Monthly	Install	Monthly
Anchorage Hub Port					
100 Mbps MPLS Service	1	0.00	700.00	0.00	700.00
100 Mbps ConnectMD Internet	1	0.00	1,500.00	0.00	1,500.00
Totals			\$0.00	\$2,200.00	

Phase I – Rates and Services on existing facilities

Qty	Service	Bandwidth		Total	Unit Price		Extended Price	
		Satellite	Terrestrial		Install	Monthly	Install	Monthly
11	MPLS Service	15 Mbps		15 Mbps	0.00	61,965.00	0.00	681,615.00
<i>Locations: Ambler Clinic, Buckland Clinic, Deering Clinic, Maniilaq Association - Kiana Clinic, Kivalina Clinic, Kobuk Clinic, Noatak Clinic, Noorvik Clinic, Point Hope Clinic, Selawik Clinic, Shungnak Clinic</i>								
Totals							\$0.00	\$681,615.00

Phase II – New Rates and Services to become effective on completion of TERRA expansion into Maniilaq Association service area.

Qty	Service	Bandwidth		Total	Unit Price		Extended Price	
		Satellite	Terrestrial		Install	Monthly	Install	Monthly
6	MPLS Service	15 Mbps		15 Mbps	0.00	61,965.00	0.00	371,790.00
<i>Locations: Ambler Clinic, Deering Clinic, Kivalina Clinic, Kobuk Clinic, Point Hope Clinic, Shungnak Clinic</i>								
Qty	Service	Bandwidth		Total	Unit Price		Extended Price	
		Satellite	Terrestrial		Install	Monthly	Install	Monthly
5	MPLS Service	5 Mbps	10 Mbps	15 Mbps	0.00	84,475.00	0.00	422,375.00
<i>Locations: Buckland Clinic, Maniilaq Association - Kiana Clinic, Noatak Clinic, Noorvik Clinic, Selawik Clinic</i>								
Totals							\$0.00	\$794,165.00

This contract is contingent upon yearly funding commitments by the Rural Health Care Division (RHCD) of Universal Service Administrative Company (USAC); provided, however, if funding is denied or terminated at any time due to the fault of the customer, then customer shall remain liable for all charges. A detailed description of Service locations is found in Exhibit A. By signing below, Customer acknowledges and agrees to the attached terms and conditions for the Services listed above and agrees to pay for all itemized charges.

Maniilaq Association

[Signature]
Authorized Customer Signature

Louise C Nelson Vice President
Printed Name and Title

2/1/16
Contract Date

GCI Communication Corp.

[Signature]
Authorized GCI Signature

Martin Cary VP General Manager
Printed Name and Title

2/1/16
Date Signed

GCI Medical Services Terms and Conditions

1. Charges.

- 1.1. Customer agrees to pay all applicable charges for transport and services ("Service" or "Services") identified in the Services Agreement. Charges shall be invoiced monthly in arrears and shall be payable within 30 days from the billing date and will be considered delinquent after the 31st day. Delinquent bills shall be assessed a 0.875% service charge per month. Bills not paid within 30 days of the delinquent date 60 days from the billing date) shall be cause, in GCI's sole discretion, for termination of Services. GCI may discontinue Services without liability for Customer's non-payment of any sum delinquent more than 30 days. In addition, termination of any or all of the Services under these circumstances does not relieve Customer of the obligation to pay for said past due amounts, plus the service charges, or of any other obligations that may exist under this Agreement. Applicable State and Federal taxes will be passed through as the responsibility of Customer.
- 1.2. Installation charges as defined in the Services Agreement cover all normal installation expenses incurred to install and terminate the circuit on the GCI provided demarcation equipment at Customer's premises. It does not include the following items, which shall be separately invoiced:
 - 1.2.1. Any additional non-tariff local loop installation requested by Customer including any additional time or materials that may be required to extend the circuit from the Local Exchange Carrier termination point to the physical location where the demarcation equipment will be installed.
 - 1.2.2. Any additional costs for equipment that may be required by Customer that goes above and beyond the standard GCI provided demarcation equipment.
 - 1.2.3. Any travel and accommodation costs for technicians to/from the Service termination point in locations where applicable.
- 1.3. Customer will be billed a prorated share of all applicable charges for connections installed, terminated or re-configured during the course of a monthly billing cycle.
- 1.4. The Phase I Service charges, identified in the Service Agreement, begin when, (a) the Service has been fully installed and tested, (b) Customer has given GCI its acknowledgement of Service installation and testing, and (c) the Service is available for Customer use, regardless of the status of Customer-owned equipment.
 - 1.4.1. Customer acknowledgement of Service installation and testing may be in the form of a completed and returned Customer Acceptance Form ("CAF"), an email from Customer, or in the use of the Service.
 - 1.4.2. Customer shall not unreasonably withhold acknowledgement of service installation and testing.
 - 1.4.3. Customer must respond in writing within 10 business days to a CAF if Customer believes the Service installation and tested date(s) are not accurate. Any CAF not returned within 10 business days shall be considered Customer acceptance of the Service documented on the CAF.
- 1.5. When TERRA Service becomes available in Buckland, Kiana, Noorvik, Noatak, and Selawik, Customer's Service and related charges will automatically transition from Phase 1 to Phase 2, as specified in the Service Agreement. When TERRA Service becomes available in Ambler, Deering, Kivalina, Kobuk, Point Hope, and Shungnak, Customer's Service and related charges

will automatically transition the growth option identified in section 2.1.3.2. GCI will notify Customer at least 30 days prior to the date on which GCI will begin billing customer these new charges.

- 1.6. If an alternate fiber optic transport option becomes available in Point Hope during the term of this contract, as soon as practicable after it becomes available, GCI will make all commercially reasonable efforts to procure capacity on that facility and use this connection for Maniilaq's Point Hope network traffic.
- 1.7. Customer will receive discounts by committing individual connections to extended service terms (where available). Term discounts are applied on the effective charges after applying all utilization and connection cost-based discounts and surcharges. Term discounts shall not apply to any non-GCI facility charges.

2. Re-Configuration & Upgrades/Downgrades.

2.1.1. Any changes that require material modifications to the Service or circuit such as re-location or upgrades/downgrades in circuit capacity may incur additional charges. All changes to the Service must be requested either via email or by calling GCI ConnectMD. All changes to the Service must also be followed up with a written request.

2.1.2. If Service changes require material modifications to the existing Service or Equipment, there may be additional charges. Other than as provided above in Section 1.5, GCI will present an itemization of such additional charges to Customer for approval prior to implementing any Service changes.

2.1.3. During the term of this agreement Customer may grow Services to meet expanding needs. Growth options available are:

2.1.3.1. Growth Option 1 – MPLS Service – Anchorage Hub Port

Service	Qty	Unit Price		Extended Price	
		Install	Monthly	Install	Monthly
per Additional +1 Mbps MPLS Service	1	0.00	7.00	0.00	7.00

2.1.3.2. Growth Option 2 – MPLS Terrestrial Service - Ambler Clinic, Buckland Clinic, Deering Clinic, Maniilaq Association - Kiana Clinic, Kivalina Clinic, Kobuk Clinic, Noatak Clinic, Noorvik Clinic, Point Hope Clinic, Selawik Clinic, Shungnak Clinic

Qty	Service	Bandwidth			Unit Price		Extended Price	
		Satellite	Terrestrial	Total	Install	Monthly	Install	Monthly
1	MPLS Terrestrial Service	5 Mbps	10 Mbps	15 Mbps	0.00	84,475.00	0.00	84,475.00
	per Additional +1 Mbps							
1	MPLS Terrestrial Service		+1 Mbps		0.00	6,382.00	0.00	6,382.00

*Total Customer TERRA capacity above 150 Mbps has an additional discount of 4.25%

2.1.3.3. Growth Option 3 – MPLS Satellite Service – Ambler Clinic, Buckland Clinic, Deering Clinic, Maniilaq Association – Kiana Clinic, Kivalina Clinic, Kobuk Clinic, Noatak Clinic, Noorvik Clinic, Point Hope Clinic, Selawik Clinic, Shungnak Clinic

Service	Qty	Unit Price		Extended Price	
		Install	Monthly	Install	Monthly
per Additional +1 Mbps MPLS Satellite Service	1	0.00	4,131.00	0.00	4,131.00

2.1.3.4. Growth Option 4, ConnectMD Internet Access. ConnectMD Internet access is available in +1 Mbps increments up to the maximum capacity of the underlying transport service. Cost per Mbps is the lower of \$15.00 per Mbps or the best ConnectMD Internet Access per Mbps rate available at the time of request to change.

3. Term and Termination.

- 3.1. The term ("Term") of this Agreement is five (5) years beginning on the Contract Date identified on the Services Agreement.
- 3.2. GCI may suspend or terminate Service if Customer materially breaches this Agreement, including failure to pay for any past due amounts for invoiced Services as set forth in Section 1 above, and Customer does not cure such breach within 15 days of notice; provided, that GCI may terminate immediately without notice (i) in order to prevent damage to or degradation of its Internet network integrity which may be caused by Customer or anyone using Customer's access, (ii) to comply with any law, regulation, court order, or other governmental request order which requires immediate action, or (iii) to protect GCI from legal liability. GCI will endeavor to give Customer notice regarding the reason(s) for termination as soon as reasonably practicable after such termination.
- 3.3. Early Termination. If Customer's Service is terminated prior to the end of the Term, Customer will pay an early termination charge equal to 50% of the total payments which would be due for the remainder of the Term at the rates in effect at the time of termination. Early termination charges shall apply in all cases, except the following:
 - 3.3.1. If Customer terminates its Service under this Agreement due to a breach of this Agreement by GCI.
 - 3.3.2. If GCI must disconnect Service to Customer due to any reason not resulting from a breach of the Agreement by Customer.
 - 3.3.3. If the RHCD funding that supports these services is terminated for any reason other than Customer's non-compliance with the RHCD's required customer filings.
 - 3.3.4. If either Party is listed on the Federal Communication Commission's Red Light Display System for a continuous period of more than 90 days and the other Party chooses to terminate Service. A Party must provide other party written notification of the decision to terminate the Agreement which must be received by the other Party at least 30 days in advance of the requested termination date.
 - 3.3.5. If Customer requests termination of an individual clinic connection due to population losses which force closure of that clinic and provides GCI written notice at least 90 days in advance of the termination date.
 - 3.3.6. If Customer suffers the loss of a particular clinic due to fire or other natural disaster and provides GCI written notice as soon as possible after the date of the loss.
- 3.4. Customer may request to extend the Term of this Agreement for up to 12 months. If GCI agrees to the requested extension, monthly Service charges will be as listed in Pricing. Requests for

changes must be in writing in letter or email format and must be received by GCI at least 90 days prior to the requested implementation date. Requests by letter must be sent to the notices address found on the last page of Agreement. Email requests may be sent to mbssupport@gci.com, or to either ConnectMD program management or ConnectMD sales manager if Customer has those addresses available.

4. Customer Obligations.

- 4.1. Customer shall at its own expense be responsible for all site preparation activities necessary for installation of the Service. Customer shall give GCI and its suppliers reasonable access to its premises at all reasonable times. Customer shall not use the Service for any purpose which is illegal, unlawful, or harassing, which infringes upon another's intellectual property rights, or which otherwise constitutes network abuse, and Customer shall be responsible for any such use of the Service by Customer or its users. Customer shall be responsible for communicating with its own users of the Service, and for handling all complaints and trouble reports made by such users. Customer must comply with reasonable security procedures and standards with respect to its own equipment that interfaces with the Service. GCI may, but is not obligated to, communicate security issues to Customer from time to time when abuse or misuse is observed or reported by others. The cost of GCI service required to repair problems caused by Customer's failure to follow GCI's written operation or maintenance instructions provided to Customer or by Customer's unauthorized repair, modification, or relocation of GCI-owned equipment, or by misuse or negligent acts, will be the responsibility of the Customer. Customer is responsible for any changes Customer makes to the settings or configuration of Customer's or GCI's firewall, even if the firewall is on GCI's side of the physical demarcation point.
- 4.2. Subject to the other limitations and restrictions on termination outlined in this Agreement, Customer shall notify GCI in writing no later than 60 days prior to planned termination date of Services. Customer shall be responsible for all charges through the planned termination date or 60 days from notification to terminate Services, whichever is later.
- 4.3. Customer shall be solely responsible for the correct, timely, and accurate filing of all forms required to receive funding for eligible services and ensure timely payments to GCI for Services. Customer may choose to receive pre-discounted billing for those services eligible under the Rural Health Care support mechanism of USAC. Pre-discounting will be based on Customer's application for funding. If Customer chooses pre-discounted billing of eligible services, Customer shall:
 - 4.3.1. Notify GCI in writing of Customer's desire to receive pre-discounted billing.
 - 4.3.2. Complete the required USAC request for funding (FCC Forms 462, Funding Request Form; and Forms 466, Funding Request & Certification Form) for all eligible services within 30 days of service start or application availability for future funding periods.
 - 4.3.3. Provide GCI Managed Broadband Services with copies of all individual forms (FCC Forms 462 and Forms 466) used for its USAC application for funding.
 - 4.3.4. Customers who choose pre-discounted billing but fail to provide GCI with copies of their application for funding will receive full retail billing until such time as GCI receives from Customer proof of application for eligible funding in the form of copies of all FCC Forms 462 and Forms 466 submitted to Rural Health Care.
 - 4.3.5. Complete FCC Forms 463, Invoice and request for Disbursement Form; and Forms 467, Connection Certification Form, within 30 days of receipt of corresponding Funding Commitment Letters. If monthly Forms 463 are to be submitted within a funding year, those forms will be submitted within 30 days or receipt of billing for applicable services.

- 4.4. If Customer is denied Rural Health Care funding in full or in part and elects to continue to receive the Services, or some portion thereof, for which the denied funding was intended, Customer shall be responsible for the full retail value of the services provided. If Customer appeals that Rural Health Care funding denial to USAC or the Federal Communications Commission, Customer agrees either to pay a minimum of 50% of the retail value of the services being provided for which Rural Health Care funding was denied pending the appeal, or to cooperatively develop a payment plan with the GCI ConnectMD program manager within 60 days of the denial notification. If Customer elects to pay a minimum of 50% of the retail value of the services for which Rural Health Care funding was denied pending the appeal, Customer remains responsible for the unpaid percentage of the services provided. Upon receipt of a final administrative body order denying Rural Health Care funding in whole or in part, the balance owed shall be due in full. Customer shall either (a) pay the entire unpaid balance or (b) execute a mutually acceptable written payment plan within 30 days, or GCI may, in its sole discretion, terminate this Agreement and immediately cease rendering services hereunder to Customer. If the final administrative body order restores Rural Health Care funding in whole or in part, credits will be applied to Customer's account in accordance with that funding decision.
5. Equipment and Software. GCI will use commercially reasonable efforts to maintain the GCI-provided equipment used by GCI to provide the Service, to the extent such equipment is on GCI's side of the physical demarcation point, and subject to the noted exclusions. If GCI provides a cable modem or router, the demarcation point will be the first Ethernet port on the cable modem or router to which the Customer's network is connected; however, if Customer provides the cable modem or router, the demarcation point will be the input connector to the Customer-provided cable modem or router. GCI is not responsible for the installation, maintenance, compatibility or performance of any equipment or software not provided by GCI ("Third Party Equipment"), and unless specifically set out in writing, GCI will not provide or install any equipment on Customer's side of the demarcation points. If any such Third Party Equipment impairs the Service, Customer remains liable for payment. If GCI notifies Customer that such Third Party Equipment is likely to cause hazard or service obstruction, Customer shall eliminate such likelihood. GCI may troubleshoot difficulties caused by such Third Party Equipment at Customer's request, at GCI's then-standard rates. Title to all equipment provided by GCI under this Agreement shall remain with GCI at all times. If Customer provides any equipment to interface with the Service, Customer must cooperate with GCI in configuring and managing such equipment in order to implement and operate the Service.
6. GCI Obligations.
- 6.1. GCI shall provide, operate and maintain the Service, contingent upon (i) GCI's ability to obtain and maintain all necessary regulatory and other licenses or permissions, and (ii) GCI's network capacity and connection availability. Customer acknowledges and agrees that, GCI has no control over third party networks that Customer may access during the use of GCI Services and GCI will not be responsible for Customer's inability to access the Internet due to circumstances not in the direct control of GCI.
- 6.2. The Services provided solely over GCI-owned facilities shall conform to industry standards for engineering and maintenance, and for service interruptions of telecommunications facilities. GCI will employ commercially reasonable efforts in working with third party-owned facilities operators to conform to industry standards for engineering and maintenance, and for service interruptions of telecommunications facilities.
- 6.3. GCI may monitor the Service and disclose information gained from such monitoring in order to satisfy any law, regulation or governmental request, to operate the Service and administer GCI's network, or to protect itself or its subscribers. GCI reserves the right to refuse to post or to remove any information or materials, in whole or part, that in its sole discretion are unacceptable, undesirable, or in violation of this Agreement. In no event shall GCI be deemed liable for any failure or delay due to any cause beyond GCI's control.

- 6.4. GCI will assist Customer in its application for eligible funding regardless of whether Customer chooses to receive full retail billing or pre-discounted billing. Any assistance received from GCI is advisory only.
7. Security. Customer acknowledges that, except in the case of a Service the provision of which requires GCI to store, maintain, or have frequent access to health information the services provided by GCI under this Agreement will be those of a “conduit” (as described in Health & Human Services Office for Civil Rights guidance) rather than a “business associate.” Customer specifically acknowledges and agrees that use of the services provided by GCI may facilitate, but is not a substitute for, Customer’s obligation to comply with applicable laws. Customer further agrees that it is responsible for implementing all reasonable and appropriate administrative, physical, and technical safeguards to protect its data, including but not limited to management of access by its users to any Services provided by GCI. GCI will use commercially reasonable efforts to ensure that its systems are secure, including but not limited to encrypting any connections that are not wholly within GCI’s private medical network. If a potential security incident occurs it will be Customer’s responsibility to determine if any notification requirements apply. As a supplement to this Agreement, GCI will enter into a Business Associate Agreement if GCI provides Services to Customer that in GCI’s reasonable judgment do not qualify as a “conduit” for purposes of this Section. Where the terms of this Agreement and the terms of the Business Associate Agreement conflict, the terms of the Business Associate Agreement control. GCI’s obligations with respect to security of the GCI Services are limited to those specifically set forth herein.
8. Service Installation.
- 8.1. Delivery time for the Services shall be the time that it takes the local exchange carrier(s) to deliver the required local loops plus 10 working days except in locations served directly by VSAT (Very Small Aperture Terminal) or in cases where inter-regional terrestrial service (TERRA) becomes available.
- 8.1.1. The standard delivery time for locations served directly by VSATs will be 90 days from the Contract Date, provided that facility use agreements are signed and facilities are installed. If services and facilities are not installed, delivery times will be based upon a mutually-agreed published deployment schedule. GCI shall make every reasonable effort to provide the Services in this time period. However, GCI has no liability to Customer for failure to meet the planned service installation date.
- 8.1.2. The standard delivery time for locations with available TERRA service will be 90 days from the Contract Date, plus the time that it takes the local exchange carrier(s) to deliver the required local loops, plus 10 working days for complete Service testing.
- 8.2. If Service delivery involves transition to newly occupied facilities the cutover shall be coordinated in parallel between Parties. The parallel cutover period will allow for complete testing of the transition and shall end with Customer’s acceptance in accordance with Section 1.4.
- 8.3. If Service delivery involves situations not within the scope of this Agreement, delivery times will be based upon a mutually-agreed published deployment schedule.
9. Service Outages:
- 9.1. While GCI does provide proactive monitoring of Services, it shall be Customer’s obligation to notify GCI of any interruption in service. Although all notifications will be investigated, GCI shall not be obligated to take any corrective action upon notice received from any source other than Customer, or its authorized agents or employees.

- 9.2. GCI will notify Customer of any unscheduled interruptions in service that it detects that extend beyond 15 minutes in any single occurrence. GCI will provide this notification to one of the technical contacts listed on the Customer Information Sheet.
- 9.3. All Service related requests must be provided through the following options: by email to mbssupport@gci.com or by calling GCI Healthcare Business Services at (855) 770-3024. All service requests received via email will be verified by returning the request to the email addresses provided on the Customer Information Sheet and must be confirmed by Customer by a reply to the forwarded request.
- 9.4. An interruption in Service of 30 minutes or less will be considered a minor Service Outage. Three minor Service Outages in any one day will be considered a major Service Outage. Interruptions in Service of more than 30 minutes will be considered a major Service Outage.
- 9.5. If GCI causes a major Service Outage, GCI will provide a credit to the Customer prorated for the month in which the outage occurs. The maximum credit allowed shall be one credit per day. To obtain this credit, Customer must request it in writing. GCI will apply the credit to Customer's invoice in the month following the request.
- 9.6. GCI conducts scheduled maintenance of its transport services, Internet platform, and distribution services which may cause Customer to experience brief interruptions in its Service. GCI's standard maintenance window is between 1:00 a.m. and 5:00 a.m. (Alaska Time). Periodic maintenance may be conducted within the maintenance window on any day of the week without notification to Customer. For emergency repairs or repairs outside the maintenance window, GCI will use its best commercially reasonable efforts to conduct such repairs with a minimum of disruption to Customer.
- 9.7. A Service Outage does not include: (a) GCI's planned maintenance as discussed further in Section 9.1 above; (b) outages caused by Customer's equipment or software; (c) local exchange carrier network failures; (d) outages on other Internet Service Provider's networks or other networks not owned or controlled by GCI; or (e) other causes beyond GCI's reasonable control.
10. Right to Modify Agreement. Neither this Agreement nor any term or provision hereof may be changed, waived, discharged, amended, or modified orally, or in any manner other than by an instrument in writing signed by all the parties hereto.
11. Indemnification. GCI will indemnify, defend and hold Customer, its affiliates and their officers, directors, employees and agents harmless from and against any third party claims, liabilities, losses, damages and expenses (including reasonable attorney's fees) ("Claims") incurred, relating to or arising out of (i) personal injury or real property damage caused by the negligence or willful misconduct of GCI or its employees or agents, and (ii) infringement of a U.S. patent right or copyright in connection with authorized use by Customer of the Services. Customer will indemnify, defend and hold GCI, its affiliates and their officers, directors, employees and agents harmless from and against any Claims incurred, relating to or arising out of (i) personal injury or real property damage caused by the negligence or willful misconduct of Customer or its employees or agents, (ii) infringement of a U.S. patent right or copyright in connection with use by Customer with the Services of equipment, software or services not provided by GCI, and (iii) misuse of the Services by Customer or any users of the Services in violation of this Agreement. The indemnified party will provide the indemnifying party with prompt written notice of any Claim and permit the indemnifying party to control the defense, settlement, adjustment or compromise of any Claim. The indemnified party may employ counsel at its own expense to assist it with respect to any Claim. The indemnified party will have no authority to settle any Claim on the indemnified party's behalf. Nothing in this Section 11 will limit any other remedies of the parties.
12. Disclaimer of Warranties. GCI does not warrant that the GCI equipment or services will be error-free or operate without interruption, latency or delay. Except as specifically provided in this Agreement,

GCI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE. GCI exercises no control over and has no responsibility for content transmitted or accessible through the Service and disclaims any responsibility for such content.

13. LIMITATION OF LIABILITIES. GCI WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF REVENUE, SALES, PROFITS OR DATA, WHETHER BASED ON BREACH OF CONTRACT, TORT OR ANY OTHER LEGAL THEORY OF LIABILITY, EVEN IF EITHER PARTY WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. GCI WILL NOT BE LIABLE FOR LOSSES THAT RESULT FROM CUSTOMER'S OR ITS USERS' USE OF OR INABILITY TO ACCESS ANY PART OF THE SERVICES; CUSTOMER'S OR ITS USERS' RELIANCE ON OR USE OF INFORMATION; SERVICE INTERRUPTIONS; LOSS, THEFT, OR DELETION OF FILES; OR ERRORS, DEFECTS, OR DELAYS IN OPERATION OR TRANSMISSION. GCI WILL NOT BE LIABLE FOR LOSSES DUE TO USE OF THIRD PARTY PRODUCTS OR SERVICES. OUR LIABILITY FOR ANY ACTION OR INACTION WILL IN NO EVENT EXCEED OUR SERVICE CHARGES FOR A 12-MONTH PERIOD. This limitation of liability is an agreed-upon benefit of the bargain and remains in effect even if any remedy under the Agreement fails of its essential purpose.

14. Miscellaneous.

- 14.1. Neither party may use the other's name, trademark, trade names or other proprietary identifying symbols without the prior written approval of the other party.
- 14.2. All notices required or permitted hereunder must be in writing, delivered personally or by U.S. mail, facsimile or electronic mail (followed by hard copy, in the case of fax or email) to the respective addresses set forth below, or such other person and/or address as a party may notify the other from time to time in writing, and shall be deemed effective upon receipt.

Customer:

Manilaq Association
Attention: Christina Hensley, IT Director
733 2nd Avenue
Kotzebue, AK 99752
(907) 442-7092

GCI:

GCI Managed Broadband Services
Attention: Sam Korsmo
2550 Denali Street, Suite 1000
Anchorage, AK 99503

With a copy to:

GCI
Attention: Corporate Counsel
2550 Denali Street, Suite 1000
Anchorage, AK 99503

- 14.3. Arbitration. Customer and GCI agree to resolve all disputes under this Agreement by binding arbitration. Each party agrees to notify the other party in writing of the nature of the dispute at least 45 days before initiating binding arbitration. The parties will attempt to resolve the dispute informally. Any dispute between the parties that cannot be resolved after 45 days will be finally resolved by a single neutral arbitrator in accordance with the Federal Arbitration Act ("FAA"). The arbitrator will have no power to make any award that provides for punitive or exemplary damages. The arbitrator may not consolidate more than one party's claims, and may not otherwise preside over any form of a representative or class proceeding. Any arbitration or action in small claims court must be brought in the party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. If for any reason a dispute is permitted to be brought in court, the parties both agree to waive any right to a jury trial in any court action. The parties acknowledge and agree that the FAA governs this

agreement to arbitrate, that the existence and validity of this agreement will be determined in accordance with the FAA, that any arbitration between the parties will be conducted in accordance with the FAA, and that any state arbitration statute or procedure does not apply. The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules, in Anchorage, Alaska. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules. The parties will share the costs of arbitration equally unless the arbitration award provides otherwise. Each party will bear its own fees, and the arbitrator will have no power to award attorney's fees except as may be permitted under the terms of this Agreement.

- 14.4. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
- 14.5. Neither this Agreement, nor any of Customer's rights or obligations herein shall be transferable or assignable by Customer without GCI's prior written consent and any attempted transfer or assignment hereof not in accordance herewith shall be null and void.
- 14.6. If any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect.
- 14.7. Either party's failure to insist upon or enforce strict performance of any provision of the Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this Agreement.
- 14.8. This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska, without regard to its conflicts of law provisions.
- 14.9. Any cause of action Customer may have with respect to the Service must be commenced within one year after the claim or cause of action arises or such claim or cause of action is barred.
- 14.10. These Terms and Conditions, along with the Services Agreement constitute the complete agreement between the Parties and supersedes all prior understandings or arrangements between them regarding the subject matter of this Agreement. Where there is a conflict between the terms of this Agreement and a Service Agreement, the latter shall govern. This Agreement may not be amended or modified except in writing signed by an authorized representative of each of the Parties.

Exhibit A

Service Location Name	Service Location Address	HCP #
Maniilaq Association – Kiana Clinic	130 Casanoff Way PO Box 130 Kiana, AK 99749	10249
Ambler Clinic	110 Main St., Ambler, AK 99786	10811
Buckland Clinic	9 Hillside Road PO Box 9 Buckland, AK 99727	10812
Deering Clinic	23 Main Street PO Box 23 -66 4' 32" N, 162 43' 28" W- Deering, AK 99736	10813
Kivalina Clinic	8 Bering St. PO Box 8 Kivalina, AK 99750	10814
Kobuk Clinic	51003 Main St. PO Box 3 -66 54' 25.7" N, 156 52' 50" W- Kobuk, AK 99751	10815
Noatak Clinic	90 Aaksaik Road PO Box 90 -67 34' 7" N, 162 59' 4" W- Noatak, AK 99761	10816
Noorvik Clinic	1897 Tundra Way Noorvik, AK 99763	10817
Point Hope Clinic	1729 Qalgi Avenue PO Box 49 -68 20' 53" N, 166 44' 11" W- Point Hope, AK 99766	10818
Selawik Clinic	3 Adams Landing Selawik, AK 99770	10819
Shungnak Clinic	80 Back Street PO Box 80 Shungnak, AK 99773	10820
Anchorage Termination	GCI South Anchorage Distribution Center 6831 Arctic Blvd. Anchorage, AK 99518	N/A

GCI Communication Corp
USAC SPIN 143001199
FCCRN 0001-5688-80

2550 Denali Street, Suite 1000
Anchorage, Alaska 99503
907-868-5600



GCI Medical Services Agreement HC-424

GCI Communication Corp., an Alaska corporation ("GCI") will provide and Maniilaq Association ("Customer") will take the Service(s) described below. This Services Agreement and the following GCI Medical Services Terms and Conditions are referred to collectively as the "Agreement." This Agreement sets forth the specific pricing for the service(s) GCI will provide to the Customer (collectively, "Pricing")

This Agreement supersedes GCI Medical Services Agreement HC-311 for the services in HC-311 that have been replaced by services under this Agreement

Service	Qty	Unit Price		Extended Price	
		Install	Monthly	Install	Monthly
Kotzebue - Maniilaq Medical Center to CMD Core					
60 Mbps Terrestrial MPLS Service	1	0.00	383,040.00	0.00	383,040.00
30 Mbps Satellite MPLS Service	1	0.00	105,000.00	0.00	105,000.00
Totals				\$0.00	\$488,040.00

Customer Authorized Agent/Representative acknowledges the attached terms and conditions for the services listed above and agrees to pay for all itemized charges on a five (5) year term. This contract is contingent upon yearly funding commitments by the Rural Health Care Division (RHCD) of Universal Service Administrative Company (USAC); provided, however, if funding is terminated at any time due to noneligibility or noncompliance that is due to the fault of the customer, then customer shall remain liable for all charges. A detailed description of Service locations is found in Exhibit A. Billing will commence immediately following Customer Acceptance Date.

Maniilaq Association

Authorized Customer Signature

Printed Name and Title

Contract Date

GCI Communication Corp.

Authorized GCI Signature

Martin Cary, VP/GM Managed Broadband Services

Printed Name and Title

February 25, 2015

Date Signed

GCI Medical Services Terms and Conditions

1. Charges.

- 1.1. Customer agrees to pay all applicable charges for transport and services ("Services") ordered on the Service Agreement. Charges shall be invoiced monthly in arrears and shall be payable within thirty (30) days from the billing date and will be considered delinquent after the thirty-first (31) day. Delinquent bills shall be assessed a 0.875% service charge per month. Bills not paid within thirty (30) days of the delinquent date (sixty [60] days from the billing date) shall be cause, in GCI's sole discretion, for termination of Services. GCI may discontinue Services without liability for Customer's non-payment of any sum delinquent more than thirty (30) days. In addition, termination of Services under these circumstances does not relieve Customer of the obligation to pay for said past due amounts, plus the service charges, or other obligations that may exist under any applicable agreements. Applicable State and Federal taxes will be passed through as the responsibility of Customer.
- 1.2. Installation charges as defined in the Service Agreement cover all normal installation expenses incurred to install and terminate the circuit on the GCI provided demarcation equipment at Customer's premises. It does not include the following items, which shall be separately invoiced:
 - 1.2.1. Any additional non-tariff local loop installation requested by Customer including any additional time or materials that may be required to extend the circuit from the Local Exchange Carrier termination point to the physical location where the demarcation equipment will be installed.
 - 1.2.2. Any additional costs for equipment that may be required by Customer that goes above and beyond the standard GCI provided demarcation equipment.
 - 1.2.3. Any travel and accommodation costs for technicians to/from the Service termination point in locations where applicable.
- 1.3. Customer will be billed a prorated share of all applicable charges for connections installed, terminated or re-configured during the course of a monthly billing cycle.
- 1.4. The Service charges begins (a) when GCI's Service has been fully installed and tested, (b) Customer has given GCI its acknowledgement of service installation and testing, and (c) the Service is available for Customer use, regardless of the status of Customer-owned equipment.
 - 1.4.1. Customer acknowledgement of service installation and testing may be in the form of a completed and returned Customer Acceptance Form ("CAF"), an email from Customer, or in the use of the Service.
 - 1.4.2. Customer shall not unreasonably withhold acknowledgement of service installation and testing.
 - 1.4.3. Customer must respond in writing within ten (10) business days to a CAF if Customer believes the Service installation and tested date(s) are not accurate. Any CAF not returned within ten (10) business days shall be considered Customer acceptance of the Service documented on the CAF.
- 1.5. Customer will receive discounts by committing individual connections to extended service terms (where available). Term discounts are applied on the effective charges after applying all utilization and connection cost-based discounts and surcharges. Term discounts shall not apply to any non-GCI facility charges.

2. Re-Configuration & Upgrades/Downgrades.

- 2.1.1. Any changes that require material modifications to the existing service or circuit such as re-location or upgrades/downgrades in circuit capacity may incur additional charges. All changes to the service must be requested either via e-mail or by calling GCI ConnectMD. All changes to the service must also be followed up with a written request.
- 2.1.2. Customer requested changes may include, but are not limited to, movement of existing services to an alternate or newly constructed facility, an increase in data transmission capability, an increase in the number of simultaneous interactive video session available at one location, or a conversion to an alternate available transmission medium. If such Service changes require material modifications to the existing Service or Equipment, there may be additional charges. GCI will present an itemization of such additional charges to Customer for approval prior to implementing any service changes.
- 2.1.3. During the term of this agreement Customer may grow Services to meet expanding needs. Growth options available are:

2.1.3.1. Growth Option 1 Terrestrial MPLS Service

Service	Qty	Unit Price		Extended Price	
		Install	Monthly	Install	Monthly
80 Mbps	1	0.00	510,720.00	0.00	510,720.00
100 Mbps	1	0.00	638,400.00	0.00	638,400.00

2.1.3.2. Growth Option 2 Satellite MPLS Service

Service	Qty	Unit Price		Extended Price	
		Install	Monthly	Install	Monthly
per Additional Mbps	1	0.00	3,500.00	0.00	3,500.00

- 2.1.3.3. Growth Option 3, ConnectMD Internet Access. ConnectMD Internet access is available in 1 Mbps increments up to the maximum capacity of the underlying transport service. Cost per Mbps is the lower of \$25.00 per Mbps, or the best ConnectMD Internet Access per Mbps rate available at the time of request to change.

3. Term and Termination.

- 3.1. The term ("Term") of this Agreement is five (5) years (plus the period from Customer signature date to the end of the Funding year) beginning on Customer signature date (Contract Date) and ending on June 30, 2020
- 3.2. GCI may suspend or terminate Service if Customer materially breaches this Agreement, including failure to pay for any past due amounts for invoiced Services as set forth in Section 1 above, and does not cure such breach within fifteen (15) days of notice; provided, that GCI may terminate immediately without notice (i) in order to prevent damage to or degradation of its Internet network integrity which may be caused by Customer or anyone using Customer's access, (ii) to comply with any law, regulation, court order, or other governmental request order which requires immediate action, or (iii) to protect GCI from legal liability. GCI will endeavor to

give Customer notice regarding the reason(s) for termination as soon as reasonably practicable after such termination.

- 3.3. Early Termination. If Customer's connection is disconnected prior to the end of the Term (defined in Section 3.1 above), Customer will pay an early termination charge equal to fifty (50%) of the remaining Term at the rates in effect at the termination of this Agreement. Early termination charges shall apply in all cases, except the following. If a disconnection occurs for the reasons listed in 3.3.1 to 3.3.6 below, Customer shall not be liable for payment.
- 3.3.1. Customer may terminate Agreement following the three (3) year anniversary of the contract date without penalty.
- 3.3.2. If Customer terminates its connection under this Agreement due to a breach of the contract by GCI;
- 3.3.3. If GCI must disconnect Service to Customer due to any reason not resulting from a breach of the Agreement by Customer; or
- 3.3.4. If the RHCD funding that supports these services is terminated for any reason other than Customer's non-compliance with the RHCD's required customer filings.
- 3.3.5. If either Party is listed on the Federal Communication Commission's Red Light Display System for a continuous period of more than ninety (90) days and the other Party chooses to terminate Service. A Party must provide other party written notification of the decision to terminate the Agreement which must be received by the other Party at least thirty (30) days in advance of the requested termination date.
- 3.3.6. If Customer requests termination of an individual clinic connection due to population losses which force closure of that clinic and provides GCI written notice received at least ninety (90) days in advance of the termination date.
- 3.3.7. If Customers suffers the loss of a particular clinic due to fire or other natural disaster and provides GCI written notice as soon as possible after the date of the loss.
- 3.4. Customer may request to extend the term of the Agreement for up to 12 months. If GCI agrees to the requested extension, monthly Service charges will be as listed in Pricing. Requests for changes must be in writing in letter or email format and must be received by GCI at least ninety (90) days prior to the requested implementation date. Requests by letter must be sent to the notices address found on the last page of Agreement. Email requests may be sent to mbssupport@gci.com, or to either ConnectMD program management or ConnectMD sales manager if Customer has those addresses available.

4. Rights and Obligations of Customer.

- 4.1. Customer shall at its own expense be responsible for all site preparation activities necessary for installation of the Service. Customer shall give GCI and its suppliers reasonable access to its premises at all reasonable times. Customer shall not use the Service for any purpose which is illegal, unlawful, or harassing, which infringes upon another's intellectual property rights, or which otherwise constitutes network abuse, and Customer shall be responsible for any such misuse of the Service. Customer shall indemnify GCI and its affiliates against any liabilities incurred by them as a result of such misuse. Customer shall be responsible for communicating with its own users of the Service, and for handling all complaints and trouble reports made by such users. Customer must comply with reasonable security procedures and standards with respect to its own routers that interface with the Service. GCI may communicate security issues to Customer from time to time when abuse or misuse is observed or reported by others.

- 4.2. In the case of a planned clinic closure under 3.3.5, Customer shall notify GCI in writing no later than sixty (60) days prior to planned date of services termination. Customer shall be responsible for all charges through the planned termination date or sixty (60) days from notification to terminate Services, whichever is later.
- 4.3. Customer shall be solely responsible for the correct, timely, and accurate filing of all forms required to receive funding for eligible services and ensure timely payments to GCI for Services. Customer may choose to receive pre-discounted billing for those services eligible under the Rural Health Care support mechanism of USAC. Pre-discounting will be based on Customer's application for funding. If Customer chooses pre-discounted billing of eligible services, Customer shall:
- 4.3.1. Notify GCI in writing of Customer's desire to receive pre-discounted billing,
- 4.3.2. Complete the required USAC request for funding (FCC Forms 462, Funding Request Form; and Forms 466, Funding Request & Certification Form) for all eligible services within thirty (30) days of service start or application availability for future funding periods.
- 4.3.3. Provide GCI Managed Broadband Services with copies of all individual forms (FCC Forms 462 and Forms 466) used for its USAC application for funding.
- 4.3.4. Customers who choose pre-discounted billing but fail to provide GCI with copies of their application for funding will receive full retail billing until such time as GCI receives from Customer proof of application for eligible funding in the form of copies of all FCC Forms 462 and Forms 466 submitted to Rural Health Care.
- 4.3.5. Complete FCC Forms 463, Invoice and request for Disbursement Form; and Forms 467, Connection Certification Form, within thirty (30) days of receipt of corresponding Funding Commitment Letters. If monthly Forms 463 are to be submitted within a funding year, those forms will be submitted within thirty (30) days of receipt of billing for applicable services.
- 4.4. If Customer is denied Rural Health Care funding in full or in part and elects to continue to receive the services, or some portion thereof, for which the denied funding was intended, Customer shall be responsible for the full retail value of the services provided. If Customer appeals that Rural Health Care funding denial to USAC or the Federal Communications Commission, Customer agrees either to pay a minimum of 50% of the retail value of the services being provided for which Rural Health Care funding was denied pending the appeal, or to cooperatively develop a payment plan with the GCI ConnectMD program manager within sixty (60) days of the denial notification. If Customer elects to pay a minimum of 50% of the retail value of the services for which Rural Health Care funding was denied pending the appeal, Customer remains responsible for the unpaid percentage of the services provided. Upon receipt of a final administrative body order denying Rural Health Care funding in whole or in part, the balance owed shall be due in full. Customer shall either (a) pay the entire unpaid balance or (b) execute a mutually acceptable written payment plan within thirty (30) days, or GCI may, in its sole discretion, terminate this Agreement and immediately cease rendering services hereunder to Customer. If the final administrative body order restores Rural Health Care funding in whole or in part, credits will be applied to Customer's account in accordance with that funding decision.
5. Equipment and Software. GCI is not responsible for the installation, maintenance, compatibility or performance of any equipment or software not provided by GCI. Customer shall indemnify GCI and its affiliates against any infringement claims arising out of the use of such third party equipment or software with the Service. If such third party equipment or software impairs the Service, Customer remains liable for payment. If such third party equipment is likely to cause hazard or service obstruction, Customer shall eliminate such likelihood at GCI's request. GCI will troubleshoot

difficulties caused by such third party equipment or software at Customer's request, at GCI's then-standard rates. Title to all service equipment provided by GCI under this Agreement shall remain with GCI at all times. If Customer provides any router to interface with the Service, it must cooperate with GCI in configuring and managing such router(s) in order to implement and operate the Service.

6. GCI Obligations; Disclaimer of Warranties

- 6.1. GCI shall provide, operate and maintain the Service, contingent upon (i) GCI's ability to obtain and maintain all necessary regulatory and other licenses or permissions, and (ii) GCI's network capacity and connection availability. Customer understands that, except for certain services specifically identified as GCI Services, GCI does not operate or control the Internet.
- 6.2. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR ITS USE AND ITS USERS' USE OF THE TRANSPORT SERVICES OR THE INTERNET. GCI MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS REGARDING ANY MERCHANDISE, INFORMATION, PRODUCTS OR SERVICES PROVIDED THROUGH THE INTERNET.
- 6.3. The Services provided solely over GCI-owned facilities shall conform to industry standards for engineering and maintenance, and for service interruptions of telecommunications facilities. GCI will employ commercially reasonable efforts in working with third party-owned facilities operators to conform to industry standards for engineering and maintenance, and for service interruptions of telecommunications facilities.
- 6.4. UNDER NO CIRCUMSTANCES SHALL GCI BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS THAT RESULT FROM CUSTOMER'S OR ITS USERS' USE OF OR INABILITY TO ACCESS ANY PART OF THE TRANSPORT SERVICES OR INTERNET OR ITS OR ITS USERS' RELIANCE ON OR USE OF INFORMATION, SERVICE INTERRUPTIONS, LOSS, THEFT, OR DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE.
- 6.5. GCI may monitor the Service and disclose information gained from such monitoring in order to satisfy any law, regulation or other governmental request, to operate the Service and administer GCI's network, or to protect itself or its subscribers. GCI reserves the right to refuse to post or to remove any information or materials, in whole or part, that in its sole discretion are unacceptable, undesirable, or in violation of this Agreement. In no event shall GCI be deemed liable for any failure or delay due to any cause beyond GCI's control.
- 6.6. GCI will assist Customer in their application for eligible funding regardless of whether Customer chooses to received full retail billing or pre-discounted billing. Any assistance received from GCI is advisory only.

7. Service Installation.

- 7.1. Delivery time for the Services shall be time that it takes the local exchange carrier(s) to deliver the required local loops plus ten (10) working days except in locations served directly by VSAT (Very Small Aperture Terminal) or in cases where inter-regional terrestrial service (TERRA) becomes available.
 - 7.1.1. The standard delivery time for locations served directly by VSATs will be forty-five to ninety (45-90) days from Service order signing providing that facility use agreements are signed and facilities are installed.
 - 7.1.2. The standard delivery time for locations with available TERRA service will be forty-five to ninety (45-90) days from the initial GCI service delivery testing in the end user's

community, plus the time that it takes the local exchange carrier(s) to deliver the required local loops, plus ten (10) working days for complete service testing.

- 7.2. If Service delivery involves transition to newly occupied facilities the cutover shall be coordinated in parallel between Parties. The parallel cutover period will allow for complete testing of the transition and shall end with Customer's acceptance in accordance with section 1.4.
- 7.3. If Service delivery involves situations not within the scope described in section 2.1.3, delivery times will be based upon a mutually-agreed (Customer and GCI) upon published deployment schedule.
- 7.4. GCI shall make every reasonable effort to provide the Services in this time period. However, in accordance with Section 5, GCI has no liability to Customer for failure to meet the planned service installation date.
- 7.5. Service will not be considered fully installed until GCI has received Customer's acknowledgement of service installation and testing, which shall not be unreasonably withheld or delayed. Failure of Customer to respond to GCI's request for acknowledgement of installation and testing within ten (10) business days shall be considered Customer's acknowledgement of installation and testing of Services.

8. Outages

- 8.1. Maintenance Outages. GCI will conduct scheduled maintenance of its transport services, Internet platform, and distribution services, and will provide Customer a minimum of seventy-two (72) hours' notice prior to this maintenance. These maintenance periods may cause Customer to experience brief interruptions in its Service. GCI's standard maintenance window is between 1:00 a.m. and 5:00 a.m. (Alaska Standard Time). Periodic maintenance may be conducted within the maintenance window on any day of the week without notification to Customer. For emergency repairs, GCI will use its best commercially reasonable efforts to conduct such repairs with a minimum of disruption to Customer.
- 8.2. Service Outages. Service delivery to customer is terrestrial with manual satellite fail over. Terrestrial service outages that are estimated to last four (4) hours or longer will cause Services to be transitioned to satellite delivery until such time as terrestrial service is restored. Terrestrial service outages that are estimated to last less than four (4) hours will not automatically transition to satellite delivery.
 - 8.2.1. While GCI does provide pro-active monitoring of Services, it shall be Customer's obligation to notify GCI of any interruption in service. Although all notifications will be investigated, GCI shall not be obligated to take any corrective action upon notice received from any source other than Customer, or its authorized agents or employees.
 - 8.2.2. GCI will notify Customer of any unscheduled interruptions in service that it detects that extend beyond fifteen (15) minutes in any single occurrence. GCI will provide this notification to one of the technical contacts listed on the Customer Information Sheet.
 - 8.2.3. All service related contacts must be provided through the following options: e-mail to mbssupport@gci.com or by calling GCI ConnectMD at (855) 770-3024 in Anchorage. All service requests received via e-mail will be verified by returning the request to the e-mail addresses provided on the Customer Information Sheet and must be confirmed by Customer by a reply to the forwarded request.
 - 8.2.4. Interruptions in service of thirty (30) minutes or less will be considered a minor service outage. Three (3) minor service outages in any one (1) day will be considered a major

service outage. Interruptions in service of more than thirty (30) minutes will be considered a major service outage.

8.2.5. If GCI causes a major service outage, GCI will provide a credit to the Customer prorated for the month in which the outage occurs. The maximum credit allowed shall be one (1) credit per day. To obtain this credit, Customer must request it in writing. GCI will apply the credit to Customer's invoice in the month following the request.

8.2.6. A Service Outage does not include: (a) GCI's planned maintenance as discussed further in Para. 6 above; (b) outages caused by Customer's equipment or software; (c) local exchange carrier network failures; (d) outages on other Internet Service Provider's networks or other networks not owned or controlled by GCI; or (e) other causes beyond GCI's commercially reasonable control.

9. Right to Modify Agreement. The terms and conditions of this Agreement shall not be varied, amended, waived, or modified by any course of dealing between the Parties, or any failure or delay to enforce any rights hereunder, other than by a writing signed by authorized representatives of both Parties.

10. Miscellaneous

10.1. Neither party may use the other's name, trademark, trade names or other proprietary identifying symbols without the prior written approval of the other party. All notices required or permitted hereunder must be in writing, delivered personally or by U.S. mail, facsimile or electronic mail (followed by hard copy, in the case of fax or email) to the respective signatory and notice addresses set forth on the Cover Sheet, or such other person and/or address as a party may notify the other from time to time in writing, and shall be deemed effective upon receipt.

10.2. Any dispute relating to this Agreement which cannot be resolved by negotiation shall be settled by binding arbitration in Anchorage, Alaska (or Kotzebue, Alaska or such other mutually agreed upon location), in accordance with the American Arbitration Association (AAA) Rules and Procedures ("Endispute Rules"), as amended by this Agreement. The parties shall share the costs of arbitration equally unless the arbitration award provides otherwise. Each party shall bear the cost of preparing and presenting its case. The parties agree that the arbitrator's authority to grant relief shall be subject to the United States Arbitration Act, 9 U.S.C. 1-16 et seq. ("USAA"), the provisions of this Agreement, and the ABA-AAA Code of Ethics for Arbitrators in Commercial Disputes. The arbitrator shall have no power to make any award that provides for punitive or exemplary damages. The arbitrator's written decision shall be promptly given, shall follow the plain meaning of the relevant documents and be in accordance with Alaska law and the facts presented in the record, and shall be final and binding. The award may be confirmed and enforced in any court of competent jurisdiction. All post-award proceedings shall be governed by the USAA.

10.3. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto. Neither this Agreement, nor any of Customer's rights or obligations herein shall be transferable or assignable by Customer without GCI's prior written consent and any attempted transfer or assignment hereof not in accordance herewith shall be null and void. If any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect. Either party's failure to insist upon or enforce strict performance of any provision of the Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska, without regard to its conflicts of law provisions. These Terms and Conditions, along with

Service Agreement, constitute the entire agreement between Customer and GCI with respect to the Service and can be modified only in writing by the parties hereto.

Address for notices:

Maniilaq Association
Attention: Timothy Scheurch, President and CEO
PO Box 256
Kotzebue, AK 99752

Address for notices:

GCI Managed Broadband Services
Attention: Robert Taylor
2550 Denali Street, Suite 1000
Anchorage, AK 99503

With a copy to:

GCI
Attention: Corporate Counsel
2550 Denali Street, Suite 1000
Anchorage, AK 99503

Exhibit A

Service Location Name	Service Location Address	HCP #
Maniilaq Medical Center	436 5 th Ave, Kotzebue, AK 99752	10810
Anchorage Termination	GCI South Anchorage Distribution Center 6831 Arctic Blvd. Anchorage, AK 99518	N/A

REQUEST for PROPOSALS TELEHEALTH NETWORK SERVICE

Closing Date: January 19, 2016, 4:00 P.M.

F.O.B.: Maniilaq Association, P. O. Box 256, Kotzebue, AK 99752

For additional information or to obtain a copy of this General Information for Telehealth Network Service shall be directed to the attention of IT Director via E-mail to Christina.hensley@maniilaq.org

Technical questions shall be directed to the Chief Information Officer via E-mail to chad.sheldon@maniilaq.org

The proposal package (include all required materials/documentation) are to be submitted in PDF format only to the IT Director email address, no later than 4:00 PM on January 19, 2016. Please include the following title in the subject line of the email:

SUBJECT: Proposal for Telehealth Network Service

Hard copies of the proposal package will be accepted but are not required. Should you decide to provide a hard copy, they are to be submitted to the following address, no later than 4:00 PM on January 19, 2016.

Maniilaq Association

IT Department

Proposal for Telehealth Network Service

Attn: Christina Hensley

P. O. Box 256

Kotzebue, AK 99752

Maniilaq Association will not be responsible for the premature opening of, or the failure to open a proposal not properly addressed and identified. Faxed proposals will not be accepted and proposals received after 4:00 PM on January 19, 2016 shall be considered non-responsive.

Christina Hensley

IT Director

P.907-442-7092

F. 907-442-7495

christina.hensley@maniilag.org

MANIILAQ ASSOCIATION
TELEHEALTH NETWORK SERVICE
GENERAL INFORMATION AND SPECIFICATIONS

1. PURPOSE

Maniilaq Association is requesting proposals for Telehealth Network services to provide continuing interconnection between health care facilities in the following areas for a period of five (5) years:

Anchorage, Alaska
Kotzebue, Alaska
Ambler, Alaska
Buckland, Alaska
Deering, Alaska
Kiana, Alaska
Kivalina, Alaska
Kobuk, Alaska
Noatak, Alaska
Noorvik, Alaska
Pt. Hope, Alaska
Selawik, Alaska
Shungnak, Alaska

The network currently supports delivery of primary health care services, health care administrative support services, and health care training services. The Maniilaq Telehealth Network carries data traffic, videoconference traffic, VoIP traffic, intranet traffic, and commodity internet traffic, all in IP protocol format.

This Telehealth Network services provided to the eleven (11) village clinics and Kotzebue health center are eligible for USAC Rural Health Care discounts. An RHC Form 465 has been filed at Rural Health SAC-for these services.

Maniilaq Information Technology (IT) support service is not a part of this RFP. Maniilaq's internal support personnel are located in Kotzebue with remote technicians in most villages.

Maniilaq IT support at the Anchorage end is provided by current contracted carrier and ANTHC WAN staff.

Local support for Telehealth Network services is a part of this RFP. A carrier must demonstrate local technical support during the course of this contract.

2. GENERAL DESCRIPTION

The Maniilaq Association Telehealth Network provides access to clinical services via Telecommunications to eleven (11) village clinics, with a clinical services hub at the Maniilaq Health Center in Kotzebue, Alaska. Local Community Health Aides and other Maniilaq support personnel are responsible for clinical service delivery to the 11 village clinics.

The topography of the network is shown in Figure 1. The Maniilaq Telehealth Network includes interconnection to the ANTHC WAN and the commodity Internet via routed gateways located in Anchorage.

Telecommunication services to the Maniilaq Telehealth Network are currently provided by GCI. The GCI service provides WAN interconnection and transport between all Maniilaq sites, network management support, commodity internet gateway service, IP security, and H.323 videoconference service as required.

The IP hub of the network is a Cisco 6500 router located at Maniilaq Health Center in Kotzebue, Alaska. Telecommunications services to 11 village clinics and to Anchorage are provided over satellite connections from the hub router. The clinics are provided with identical facility routers and associated components using Meraki Switches.

The current demarcation between Maniilaq IT support and GCI service is the clinic-facing Ethernet Interface in each facility router. The facility routers in the Maniilaq Telehealth Network are owned and managed by GCI.

Maniilaq expects the existing type of demarcation methodology with the telecommunication carrier to be maintained with continuous improvement. HIPAA regulations underscore the importance of clarity and maintenance of this demarcation.

Maniilaq IT support personnel are located in Kotzebue and travel between villages when needed. Maniilaq IT supports for all of the clinical LANs and associated workstations in the Maniilaq Telehealth Network are directed from Kotzebue.

GCI service staff and ANTHC provide information technology support in Anchorage. During the course of this contract, Maniilaq expects to maintain this support with the successful carrier and ANTHC.

Current bandwidth provisioning to clinics and Anchorage is based on GCI Satellite Service, a commercial, C-band satellite-based, data transport service. The service is based on the demand for bandwidth signaled by each clinical site.

Currently we have a high-latency internet connection to the village with a ping time of 500-600ms. We would like to reduce the latency time to under 100ms.

3. SERVICE REQUIREMENTS

Voiceover IP

Voice communications are carried over the WAN encapsulated in IP packets as a means of cost avoidance of Long Distance charges, and to position Maniilaq to take advantage of emerging VoIP functionality.

Currently the Voice to IP connectivity in all village locations is provided by digital voice interfaces installed in the ShoreTel telephone system. For the purposes of this RFP it should be assumed that the remote sites will continue to require connectivity to provide for the VoIP functionality.

The voice clarity of VoIP conversations is to be acceptable to the Maniilaq user, as determined by Maniilaq IT staff in qualitative call tests. Carrier is to show Maniilaq what bandwidth they propose be allocated by Maniilaq equipment to support this application.

Latency and jitter across the WAN must be of a measure that does not interfere with the establishment of a call, the progress of conversation during the call, or with the termination of a call.

VoIP voice service should have the highest priority in the flow of services across the WAN, and may be considered equivalent in priority to Video Conference service.

The availability of VoIP service across that part of the network served by satellite links will be measured each quarter (3 months). Network downtime due to predicted sun outages at the fall and spring equinoxes will not be used in the computation of availability.

The availability of VoIP service across that part of the network served by terrestrial links will be measured each quarter (3 months).

There is a mixture of circuit-switched telephone handsets and VoIP handsets in use on the Maniilaq network. The telecommunications network service provider is not responsible for the configuration and maintenance of these telephone handsets. Maniilaq does require the telecommunications network service provider to recommend explicit VoIP and circuit-switched telephone handset configurations considered to be "best practice" with respect to optimal utilization of the provider's VoIP service.

Video Conference

H.323 videoconference communications are carried over the WAN encapsulated in IP packets. Tandberg manufactures the end-user equipment. Each end user set has limited functionality as a multi-point video bridge.

The predominant form of use has become point-to-multipoint videoconference sessions accompanied by less-frequent point-to-point sessions. Point-to-multipoint sessions interconnecting all 11 clinics with Kotzebue need to be accommodated if requested. In addition, the growth to two of these "all points" multi-point videoconference operating simultaneously is suggested. Multipoint conferencing operating simultaneously with other network services is suggested.

At all village clinics, the WAN must be able to support a minimum of two-videoconference session concurrent with other network services. Maniilaq prefers a 1.5mbps per location for video conferencing.

The voice and video clarity of videoconference sessions is to be acceptable to the Maniilaq user, as determined by Maniilaq IT staff in qualitative videoconference tests.

Latency and jitter across the WAN must be of a measure that does not interfere with the establishment of a videoconference session, the progress of the video and voice conversations during the session, or with the termination of a session.

Videoconference service should have the highest priority in the flow of services across the WAN, and may be considered equivalent in priority to VoIP service.

The availability of videoconference service across that part of the network served by satellite links will be measured each quarter (3 months). Network downtime due to predicted sun outages at the fall and spring equinoxes will not be used in the computation of availability.

The availability of videoconference service across that part of the network served by terrestrial links will be measured each quarter (3 months).

In the event of interruption of WAN data transport, videoconference service across the WAN is expected to also be down.

In the Maniilaq Telehealth Network there will continue to be a mixture of videoconference equipment in numbers and at locations appropriate to temporal decisions at Maniilaq. The telecommunications network service provider is not responsible for the configuration and maintenance of these videoconference sets. Maniilaq does require the telecommunications network service provider to recommend explicit videoconference set configurations considered to be "best practice" with respect to optimal utilization of the provider's videoconference service. Maniilaq is requesting the carrier's familiarity and certifications in working with Tandberg and Vidyo for assistance when or if necessary.

Maniilaq Association has several important collaborations in health care and distance education, which are implemented over WAN telecommunication services using videoconference equipment. Maniilaq expects additional, similar collaborations to emerge in an opportunistic manner over the course of this contract.

Overall, Maniilaq will be aggressively pursuing opportunities for improving remote health care and distance education services to its clinics over the course of this contract. Any comments carrier may wish to provide regarding their telecommunications services and plans with regard to Maniilaq service plans will be read and considered as a part of this RFP.

Intranet

TCP/IP client-server communications within the Maniilaq organization are carried over the WAN encapsulated in IP packets. These communications include intra-organization email, file sharing, and remote access to central database information.

At all clinics, the WAN must be able to support simultaneous intranet IP service sessions composed of client email sessions and Village-to-Kotzebue database sessions, concurrent with other network services.

At the Maniilaq Health Center in Kotzebue, the WAN must be able to support 400 simultaneous intranet IP service sessions aggregate, as described above, concurrent with other network services.

The screen refresh time of intranet sessions is to be acceptable to the Maniilaq user, as determined by Maniilaq IT staff in objective testing. Recognizing the differences between vendor services and recognizing all of the many variables affecting application performance across the WAN, Maniilaq prefers the vendor

to propose objective test criteria which may be cooperatively used by Maniilaq and the carrier to monitor intranet service quality.

Latency and jitter across the WAN must be of a measure that does not interfere with the establishment of an intranet client-server transaction, the progress of the transaction, or with the termination of a transaction.

Intranet service should have the second highest priority in the flow of services across the WAN, and may be considered higher in priority than Internet service.

The availability of intranet service across that part of the network served by satellite links will be measured each quarter (3 months). Network downtime due to predicted sun outages at the fall and spring equinoxes will not be used in the computation of availability.

In the event of interruption of WAN data transport, intranet service will be considered to be down.

In the Maniilaq Telehealth Network there will continue to be a mixture of computer workstations and servers in numbers and at locations appropriate to temporal decisions at Maniilaq. The telecommunications network service provider is not responsible for the configuration and maintenance of these workstations and servers. Maniilaq does require the telecommunications network service provider to recommend explicit workstation and server IP configurations considered to be "best practice" with respect to optimal utilization of the provider's intranet service.

Internet

Maniilaq requires broadband access to the Internet at all sites in the network.

At each Clinic, the WAN must be able to support a minimum of multiple simultaneous broadband Internet sessions concurrent with other network services.

At the Maniilaq Health Center in Kotzebue, the internet connectivity must be able to support 400 simultaneous users at a fixed rate.

Latency and jitter across the WAN must be of a measure that does not interfere with the establishment of an internet session, the progress of the session, or with the termination of a session.

Internet service should have the lowest priority in the flow of services across the WAN, and may be considered lower in priority than intranet service.

The availability of internet service across that part of the network served by satellite links will be measured each quarter (3 months). Network downtime due to predicted sun outages at the fall and spring equinoxes will not be used in the computation of availability.

The availability of internet service across that part of the network served by terrestrial links will measure each quarter (3 months).

In the event of interruption of WAN data transport, internet service will be considered to be down.

In the Maniilaq Telehealth Network there will continue to be a mixture of user workstations in numbers and at locations appropriate to temporal decisions at Maniilaq. The telecommunications network service provider is not responsible for the configuration and maintenance of these workstations. Maniilaq does require the telecommunications network service provider to recommend explicit workstation IP

configurations considered to be "best practice" with respect to optimal utilization of the provider's Internet service.

Virtual Desktop Infrastructure

Maniilaq Health Center runs the regular desktop operating system by utilizing a Virtual Desktop Infrastructure (VDI). The bandwidth requirements is 1.5 mb per user with a latency of <800ms rtt. While we have the required bandwidth, our current latency is 1200+ ms rtt. Our system functions adequately because PCoIP is a streaming UDP protocol so consistency make it operate smooth with a slight delay. A lower latency would greatly impact performance in the villages.

Security

An IP firewall is required between the commodity Internet and the hub router in the Maniilaq Telehealth Network, and will provide the following IP security services:

1. IP security is essential to HIPAA compliance.
2. IP security consistent best industry practices.
3. Application/Port filtering, threat protection, etc.
4. URL filtering

The carrier is expected to provide IP security, and should describe the level and quality of IP security proposed. Maniilaq Association expects the carrier of service to have expertise in this area.

Currently, the Maniilaq Telehealth Network uses IPsec VPNs. These VPNs need to be maintained for connectivity to required organizations.

Network Management

Maniilaq provides management of WAN Services, in the following categories:

1. Fault Management (service re-storal)
2. Performance Management (proactive management)
3. Configuration Management (archive and re-storal of network element configuration)
4. Security Management (the integration of security with other mgmt.)
5. Accounting (of network flows)
6. Planning (network traffic studies, and best practice support)

The carrier should briefly describe their WAN management practices in each of these categories.

Given the unique relationship of network management to different commercial services for each carrier, Maniilaq has no fixed requirements for network management, except that the proposer should be explicit in describing how each kind of network management service category is offered.

Continuity of Service

The proposer should provide a detailed, timeline and plan for moving Maniilaq's current network onto the new, proposed telecommunications service. The proposer should keep in mind that Maniilaq provides lifeline healthcare services to its constituents in 11 villages.

Local Service Support

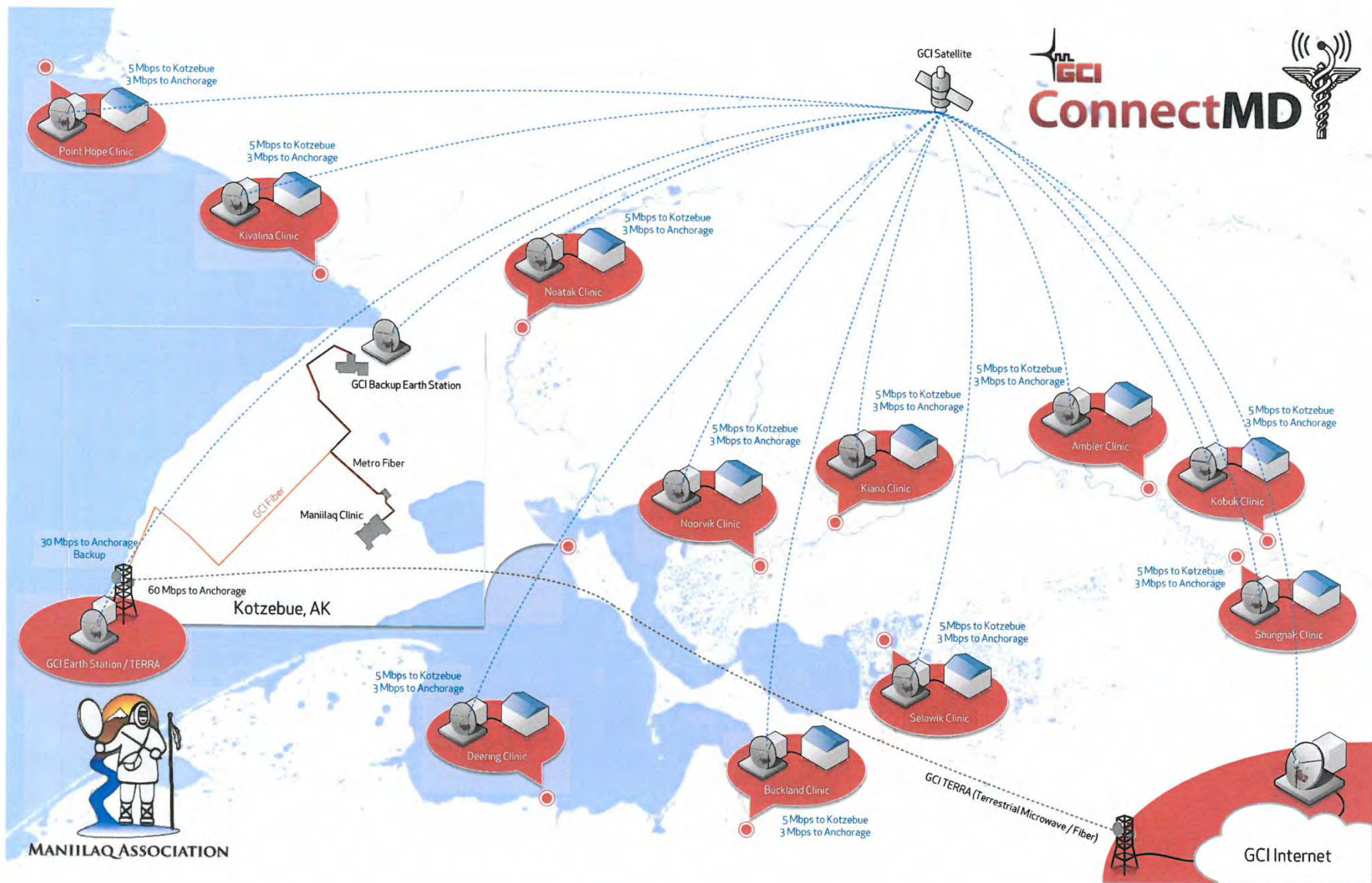
Since the first deployment of telecommunications to the Northwest Arctic villages, and over the subsequent growth in Telehealth and distance education, Maniilaq has learned that the best technology service support is local support, provided by local workers who, in addition to their technical expertise, clearly understand the relationship between local health care and well-maintained technology services.

The importance of Maniilaq healthcare service has grown to the point where we must work to keep WAN telecommunications up and functioning continuously, without waiting for the arrival of a traveling technician, and without waiting for shipment of spares from thousands of miles away.

Maniilaq's dependency on WAN telecommunications is expected to grow during the course of the contract.

Proposers must express plans for implementation of local support of Maniilaq Association's telecommunication services.

Please note the inserted Maniilaq WAN Drawing on next page!!



4. REQUEST FOR CLARIFICATION

Any additional information or to obtain a copy of this document shall be directed to the attention of the IT Director.

Any technical questions shall be directed to the Chief Information Officer via E-mail to chad.sheldon@maniilaq.org. All questions will be compiled, answered, and distributed to all prospective carriers via email.

5. SIGNATURE REQUIREMENTS

All proposals must be signed. A proposal may be signed by: an officer or other agent of a corporate vendor, if authorized to sign contracts on its behalf; a member of a partnership; an owner of a privately-owned vendor; or other agent if properly authorized by a power of attorney or equivalent document. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.

6. PROPOSAL SUBMISSION

The proposal package (include all required materials/documentation) are to be submitted in PDF format only to the IT Director email address, no later than 4:00 PM on January 19, 2016. Please include the following title in the subject line of the email:

SUBJECT: Proposal for Telehealth Network Service

Hard copies of the proposal package will be accepted but are not required. Should you decide to provide a hard copy, they are to be submitted to the following address, no later than 4:00 PM on January 19, 2016.

Maniilaq Association

IT Department

Proposal for Telehealth Network Service

Attn: Christina Hensley

P. O. Box 256

Kotzebue, AK 99752

Maniilaq Association reserves the right to establish any and all elements or terms of this proposal. All proposals submitted shall be binding upon the contractor if accepted by Maniilaq Association.

Proposals not received prior to the date and time specified in the cover letter will not be considered. The following information shall be provided in the proposal:

- A transmittal letter or narrative describing the method in which carrier intends to meet all required services. Also, list name(s) of the person(s) who are authorized to make representations for your firm, their titles, address, and contact information.

- Cost Comparison form as provided (pg. 13).
- A sample of billing statement and an invoice

Final decision will be based on the overall savings and efficiency gains to Maniilaq Association as a whole. However, Maniilaq Association reserves the right to reject all proposals if elements in the proposals reduce the cost effectiveness of any current "in-place" aspects of Maniilaq Association's network functionality.

7. BUSINESS LICENSES

- Section 43.70.020 of the Alaska State Statutes requires that all businesses, wishing to engage in business in Alaska, obtain a license. Prior to award of any contract or bid, the successful carrier will be required to provide Maniilaq Association with copy of a current Alaska Business License.
- A copy of FCC registration with FRN shall be included in the submission.

8. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become the property of Maniilaq Association.

9. WITHDRAWAL OF PROPOSALS

At any time prior to schedule closing time for receipt of RFP submittals, any responding firm may withdraw their submittal in a written request. However, a proposal may not be withdrawn after opening without the written consent of Maniilaq Association.

10. ACCEPTANCE - REJECTION OF PROPOSALS

Maniilaq Association may reject any or all proposals if the Maniilaq Association Board of Directors determines that it is in the best interest of Maniilaq Association and may waive irregularities, other than the requirements for timeliness and manual signature, if the irregularities do not affect the competitive advantage of any carrier.

11. COST

Must provide detailed breakdown of the rates for each of the services requested on the Cost Comparison Chart provided on page 13. A sample copy of your agreement as well as any documentation explaining the different services should also be provided. Cost or rates should be valid for the period of contracted years.

12. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

All proposals will be evaluated based on the Cost, overall best value to Maniilaq Association, and the level of service with a single point of contact. It is the intent of Maniilaq Association to award a contract to the most qualified firm that can provide the best business service package based on subject components of the proposal. It is also the intent of Maniilaq Association to enter into a contract for subject services from June 13, 2016. The contract may be extended for additional periods under the same terms and conditions and upon mutual written agreement of both parties.

Cost Comparison Chart

2016 Telehealth Network Service

Cost (\$)	1	2	3	4	5	6
MRC, Clinics - Anchorage						
MRC, Clinics - Kotzebue						
MRC Total						
NRC, Clinics - Anchorage						
NRC, Clinics - Kotzebue						
NRC Total						
Internet						
MRC + NRC + Internet Total						
Installation Cost						
Equipment Cost						
Other Charges						
Grand Total						

January 19, 2016



Christina Hensley
Maniilaq Association
P.O. Box 256
Kotzebue, AK 99752

RE: GCI response to the RFP for Telehealth Network Services

Dear Ms. Hensley:

GCI is pleased to offer the enclosed proposal to Maniilaq Association for telecommunication network services. GCI ConnectMD fully understands the critical requirement of maintaining reliable connectivity in a healthcare environment where lives are at stake.

GCI maintains a highly experienced and certified team of medical, technical, and USF experts at ConnectMD in Alaska to assist our customers. GCI's commitment to Alaska is demonstrated daily by our 2000+ employees and the over \$2 billion in investments GCI has made in our state.

As I discussed in Kotzebue, GCI is committed to working with Maniilaq Association in a mutually beneficial partnership. The services we propose represent a substantial expansion of terrestrial capacity in the region. TERRA is our hybrid fiber optic and microwave network that removes the limitations of satellite service and provides symmetrical broadband service.

As Maniilaq Association continues to serve its communities, you can be confident that GCI is investing in infrastructure to support your needs for generations to come.

Firm and Location

GCI Communication Corp.
2550 Denali Street, Suite 1000
Anchorage, Alaska 99503

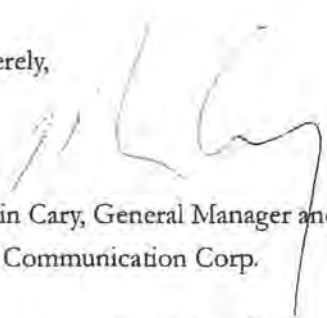
Contact Person

Sam Korsmo
Senior Director
GCI ConnectMD
2550 Denali Street, Suite 1000
Anchorage, Alaska 99503
(907) 868-3051

Authorized Submittal

Martin Cary
Vice President & General Manager
GCI Managed Broadband Services
2550 Denali Street, Suite 1000
Anchorage, Alaska 99503
(907) 868-5459

Sincerely,


Martin Cary, General Manager and Vice President
GCI Communication Corp.

2550 Denali Street • Suite 1000 • Anchorage, Alaska 99503-2751 • 866-221-4841

Maniilaq Association

January 19, 2016



In Response to Request for Proposals for

Maniilaq Association Health Wide Area Network

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Overview

Maniilaq Association's Request for Proposals (RFP) for Telehealth Network Service represents a unique opportunity for Maniilaq and GCI to work together to improve telecommunications for the residents and communities of the Northwest Arctic Borough. This proposal is the next step in the long-term, successful partnership between our organizations that focuses on advancing Maniilaq Association's mission.

GCI ConnectMD offers this proposal to Maniilaq Association as your partner in promoting healthy communities. Information is the life blood of medicine, a critical ingredient in enabling medical providers to make informed decisions. Beyond technology, this is a proposal founded on delivering outstanding healthcare by making information accessible and providing pathways for collaboration.

The Federal Government created the Universal Service Fund (USF) Rural Health Care Program to help healthcare institutions knock down the physical obstacles of distance and access to care delivery. In the 17 years of working with Maniilaq Association, our team has seen the dramatic benefits of extending care to the edge and providing your staff with access to the right information at the right time.

ConnectMD operates on the principle that all services supporting the delivery of healthcare require special, dedicated attention. We understand that in the medical world, mission critical means life critical. Our team is passionate about healthcare and promoting the wellness of the communities we live in and those we serve.

This proposal describes the medical-grade access and support services we designed for organizations like yours. For Maniilaq Association, we are proposing a flexible solution centered on connecting distributed locations and facilitating health information exchange.

GCI takes pride in the long-term partnerships we have with our healthcare customers. ConnectMD offers unmatched service in the Alaskan marketplace.

- **Medical Network Services:** A dependable, secure network that grows and adapts to meet your needs.
- **Connectivity Services:** Best technology chosen to deliver on Maniilaq's specific requirements.
- **Medical-Grade Internet:** Access designed to meet the demanding patient-privacy and data-security needs of the healthcare environment.

We hope we have the opportunity to work with you in 2016 and beyond! If you have any questions or would like more information, please contact Art Behm at (907) 868-5373 or abehm@gci.com.

Table 1: Maniilaq Association Service Requirements Response Table

Requirement	Summary Response
General Requirements	
Maniilaq seeks a telehealth network connecting eleven village clinics to Kotzebue health center for a 5-year term.	<p>This proposal is for telehealth network services for each of the village clinics listed to Kotzebue and the Internet via a secure MPLS network. Pricing is based on a 5-year term contract.</p> <p><i>See Pricing for more detail.</i></p>
Currently we have a high-latency Internet connection to the village with a pin time of 500-600 ms. We would like to reduce the latency time to under 100 ms.	<p>In delivering this proposal, GCI is committing to expand the TERRA terrestrial network from Kotzebue to Buckland, Kiana, Noorvik, and Selawik. The average one-way latency over GCI's terrestrial network, including TERRA, is 9 ms; satellite latency is no less than 650 ms.</p> <p><i>See Project Comprehension for more detail.</i></p>
Service Requirements: Voice over IP	
VoIP voice service should have the highest priority in the flow across the WAN, and may be equivalent in priority to Video Conference service.	<p>GCI can deploy QoS across the network, providing Maniilaq the option to control priority traffic from the Internet. Priority queuing mechanisms are used to guarantee bandwidth for time sensitive applications such as VoIP and videoconferencing.</p> <p><i>See Design and Technical Execution for more detail.</i></p>
The availability of VoIP service across the part of the network service by satellite and terrestrial links will be measured each quarter.	<p>GCI understands this requirements and will comply. Through the ConnectMD customer portal, Maniilaq staff will have access to Network Management Services (NMS) with real-time and historical performance information available.</p> <p><i>See Service and Support for more detail.</i></p>
Service Requirements: Video Conference	
At all village clinics, the WAN must be able to support a minimum of two-videoconference sessions concurrent with other network services. Maniilaq prefers 1.5 Mbps per location for video conferencing.	<p>The proposed network includes recommended MPLS connections at each village clinic equal to 15 Mbps. This bandwidth can be designated for single hop transit to Kotzebue or the Internet in Anchorage. Per Maniilaq's current usage patterns and RFP specifications, this bandwidth is sufficient to support the videoconferencing session requirements.</p> <p><i>See Design and Technical Execution for more detail.</i></p>

Videoconference service should have the highest priority in the flow of services across the WAN, and may be considered equivalent in priority to VoIP service.

GCI can deploy QoS across the network providing Maniilaq the option to control priority traffic from the Internet. Priority queuing mechanisms are used to guarantee bandwidth for time-sensitive applications such as VoIP and videoconferencing.

See Design and Technical Execution for more detail.

The availability of videoconference service across that part of the network served by satellite and terrestrial links will be measured each quarter (3 months).

GCI understands this requirements and will comply. Through the ConnectMD customer portal, Maniilaq staff will have access to Network Management Services (NMS) with real-time and historical performance information available.

See Service and Support for more detail.

Service Requirements: Intranet

At all clinics, the WAN must be able to support simultaneous intranet IP service sessions composed of client email sessions and Village-to-Kotzebue database sessions, concurrent with other network services.

The proposed network includes recommended MPLS connections at each village clinic equal to 15 Mbps. This bandwidth can be designated for single-hop transit to Kotzebue for Intranet traffic. Per Maniilaq's current usage patterns and RFP specifications, this bandwidth is sufficient to support the Intranet requirements.

See Design and Technical Execution for more detail.

Intranet service should have the second highest priority in the flow of services across the WAN, and may be considered higher in priority than Internet service.

GCI can deploy QoS across the network, providing Maniilaq the option to control priority traffic from the Internet. Priority queuing can be expanded to include designating WAN traffic as second priority behind the more time-sensitive applications of VoIP and videoconferencing.

See Design and Technical Execution for more detail.

The availability of intranet service across that part of the network served by satellite and terrestrial links will be measured each quarter (3 months). Network downtime due to predicted sun outages at the fall and spring equinoxes will not be used in the computation of availability.

GCI understands this requirement and will comply. Through the ConnectMD customer portal, Maniilaq staff will have access to Network Management Services (NMS) with real-time and historical performance information available.

See Service and Support for more detail.

Service Requirements: Internet

At each Clinic, the WAN must be able to support a minimum of multiple simultaneous broadband Internet sessions concurrent with other network services.

At the Maniilaq Health Center in Kotzebue, the internet connectivity must be able to support 400 simultaneous users at a fixed rate.

Internet service should have the lowest priority in the flow of services across the WAN, and may be considered lower in priority than intranet service.

The availability of internet service across that part of the network served by satellite and terrestrial links will be measured each quarter (3 months). Network downtime due to predicted sun outages at the fall and spring equinoxes will not be used in the computation of availability.

The proposed network includes recommended MPLS connections at each village clinic equal to 15 Mbps. This bandwidth can be designated for single-hop transit to Anchorage for Internet traffic. Per Maniilaq's current usage patterns and RFP specifications, this bandwidth is sufficient to support the Internet requirements.

In Kotzebue, 70 Mbps of Internet capacity is recommended to meet the usage requirements.

See Design and Technical Execution for more detail.

GCI can deploy QoS across the network providing Maniilaq the option to control priority traffic from the Internet. Priority queuing will not included Internet traffic, effectively lowering its priority to below Video, Voice, and Intranet.

See Design and Technical Execution for more detail.

GCI understands this requirement and will comply. Through the ConnectMD customer portal, Maniilaq staff will have access to Network Management Services (NMS) with real-time and historical performance information available.

See Service and Support for more detail.

Security Requirements

An IP firewall is required between the commodity Internet and the hub router in the Maniilaq Telehealth Network, and will provide IP security services.

With ConnectMD Internet services, Maniilaq Association has the option to customize the GCI ConnectMD virtual firewall platform for the Maniilaq network. With these optional services, Maniilaq Association would have access to a state-of-the-art next generation firewall platform built on Palo Alto's industry-leading network-based firewall. The firewall service includes wire speed deep packet application inspection, with the added benefits of advanced filtering, Anti-Virus, Denial of Service protection, and traditional port-based mechanisms on a single virtual system.

See Design and Technical Execution > Security for more detail.

The carrier is expected to provide IP security, and should describe the level and quality of IP security proposed. Maniilaq Association expects the carrier of service to have expertise in this area.

ConnectMD will implement administrative, physical, and technical safeguards for the reasonable and appropriate security of the network. The private Maniilaq Association WAN will not be accessible through the GCI (or any other) network without Maniilaq Association's written authorization.

There will be multi-tiered remote access security safeguards in place from day one. All devices within the Maniilaq Association network will be addressed with non-Internet-routable IPs that are only accessible from highly secured GCI or Maniilaq Association remote management servers. As a private WAN, an MPLS virtual routing instance is used to maintain logical data segregation preventing access to or from other private networks and the Internet.

Additionally, network-wide encryption can be enabled, protecting information as it transits all network links—satellite and terrestrial.

See Design and Technical Execution > Security for more detail.

Continuity of Services

Plan for migrating Maniilaq Association's current network onto the proposed service

ConnectMD's approach to transition service for healthcare customers focuses on eliminating risk. As such, the plans for installation are deliberate and collaborative.

See Proposed Delivery Schedule for more detail.

Single point-of-contact identified

An account manager will be assigned as the single point-of-contact for all technical concerns and will provide direct support or open the necessary service tickets for investigation.

See Service and Support > Single Point-of-Contact for more detail.

Local Service Support

Local support is part of this RFP. A carrier must demonstrate local technical support during the course of this contract.

GCI maintains local support personnel at every step along the network chain. From engineers in Portland and Seattle maintain our peering connections for the Internet, to engineers and technicians in Anchorage and Fairbanks supporting the ConnectMD medical network, and to local agents stationed in Kotzebue and each of the Maniilaq villages for on-site support and troubleshooting.

See Service and Support for more detail.

Local sparring

Our solution is engineered to prevent outages caused by equipment failure. If equipment on either path fails, service will be handled by its alternate and a replacement will be shipped from our fully-stocked regional warehouse.

See Service and Support > Time to Repair for more detail.

Describe capabilities and response times to restore healthcare operations in temporary facilities in the event of natural disasters

For catastrophic events, such as natural disasters, ConnectMD services can be restored with the deployment of a mobile VSAT as detailed elsewhere in this proposal. This solution can be deployed and operational within 24 hours.

See Design and Technical Execution > Rapid Response Option for more detail.

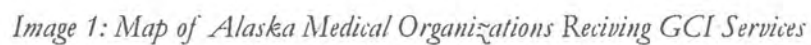
Service Provider Overview

GCI (NASDAQ: GNCMA) is an Alaska-based company providing voice, video and data communication services to residential, commercial and government customers. Founded in 1979, GCI introduced long-distance competition to Alaska and has since grown to be one of the nation's premier integrated telecommunication providers. The company employs more than 2,000 Alaskans and has a current run rate of \$800 million. GCI has a 45 percent share of the state's long-distance market, and is the state's largest provider of internet services with cable modem, wireless and dedicated access. Its cable television services pass 80 percent of the state's households with 64 percent penetration. Digital cable and cable modem services are available to 99 percent of its subscribers. GCI's services are connected through company-owned fiber optic, satellite and metropolitan area network facilities to the Lower 48 states. This broadband platform is the only one of its kind in Alaska and allows the company to provide customized services to the Alaska market.

The ConnectMD network was created out of GCI's focus on improving patient access to healthcare throughout rural Alaska. The technology is designed to support the specific requirements of rural healthcare for reliable and secure video, data, and voice communications. All ConnectMD services are designed around our customers' needs for security, reliability, and confidentiality; and are supported by dedicated staff located throughout Alaska.

Today, the GCI ConnectMD medical network is a collaborative environment of more than 250 clinics, hospitals, and medical organizations. It constitutes the largest medical network in Alaska and the Pacific Northwest. Over the years, our network's membership has steadily increased, and has expanded across the region, with physical points-of-presence in Anchorage, Fairbanks, Juneau, Dillingham, Ketchikan, Bethel, Nome, Kotzebue, Seattle, and Portland. Today, member organizations on our network can securely and reliably exchange medical data – including voice and video communications – between rural and urban locations across the region and the world.

Organizations served by GCI include facilities of all types and sizes, from small rural clinics to specialized urban treatment centers.



PROCESS: SECURITY

GCI ConnectMD was created to address the unique needs of communications in healthcare environments. Before HIPAA defined and mandated certain baseline security measures, ConnectMD had developed and implemented extensive security infrastructure and procedures to maintain the privacy and confidentiality of data transiting our network. This security-first approach is a constant focus as ConnectMD helps its customers adopt new technologies to deliver effective telehealth solutions while always being sensitive to Protected Health Information (PHI) security and privacy requirements.

Today, ConnectMD is in full compliance with the latest HIPAA requirements, and has formal policies and procedures in place to maintain these standards. ConnectMD will work with the Maniilaq Association to put into place a Business Associate Agreement that defines GCI's security obligations to meet the specific needs of the Maniilaq Association health network.

PROCESS: BUSINESS CONTINUITY

GCI maintains a Business Continuity Plan. We identify high-risk hazards and address these with numerous modules for network specific, site specific, equipment-specific, and event-specific response, recovery and restoration procedures, and contacts lists. The plan includes policies and procedures, addresses response, recovery, and restoration activities. These response procedures are based on the level of risk and apply to all network elements.

Lessons learned from every outage event are incorporated into the plan as part of a "whole network" approach, where response plans are constantly reviewed to ensure they remain current and reflect the network as it evolves with the addition of new technology, new equipment, and new customers.

The GCI Business Continuity Plan is written by a Certified Senior Recovery Planner, who is part of our permanent Operations staff. The documents are built and maintained using the Computer Security Consultant, Inc. Recovery Pac 8.0 software system and are available online throughout the GCI network for use by authorized GCI personnel associated with on-site response, recovery, and restoration activities. The groups normally working on these issues are the GCI Network Operations Control Center (NOCC), Commercial Network Control Center (CNCC), and Disaster Recovery Teams.

In the Business Continuity Plan, we define the scope of the document, plan testing procedures, response teams, location and role of the GCI Emergency Operations Center (EOC), establishment of response and recovery conference bridges, contact lists, and many other critical parameters that are required during a network outage event. Response and recovery teams are defined to address the functions of Emergency Management, Corporate Management, and Incident Response. The primary GCI EOC is located in a secure, established facility near the GCI NOCC, with an appropriate number of network ports, monitoring and work stations, and telephones.

A tested communications plan addresses the need to keep customers informed of major disaster events and to receive information from customers that can assist the response actions underway. GCI makes use of a web-based alert and update page to keep customers informed.

The GCI Major Disaster Response Plan is modeled directly on the Federal Incident Command System, as reflected in our EOC policies and procedures. The ability to interface directly with government agencies responding to a disaster is enhanced by the structure of our Plan and EOC. Our Logistics group, for example, can relate to their counterparts at the state and federal level because they have the same or similar tasking, responsibilities, and training. ConnectMD will create a Maniilaq-specific disaster response plan in collaboration with the Maniilaq Association and present it for review 60 days after contract award.

PROCESS: QUALITY ASSURANCE & CHANGE MANAGEMENT

GCI's continual service improvement is focused on maintaining value and improving quality for the customer through an industry standard quality management process. Critical to effective quality assurance and change management is communication, coordination, and predictability. Adhering to proper procedures here assures the Maniilaq Association that unplanned service outages are extremely rare. The change process is detailed below. Our policies are in place to provide:

- **Planned preventative maintenance and network changes** (ChangeNets) happen during specific time periods (usually 1:00 a.m. to 5:00 a.m. Alaska Time, the GCI maintenance window) unless specifically coordinated with impacted customers. All approvals and changes are documented and attached to the network design for future reference.
- **Scheduled frequent communication** with Maniilaq staff to understand when Maniilaq is performing upgrades or is in a transition period, and how the ChangeNet process may affect Maniilaq's services or activities.
- **Normal changes** will be scheduled 7+ days in advance.
- **Emergency changes** will be scheduled depending on the amount of the Maniilaq Association service impact currently being experienced. Each change is evaluated against specific criteria to identify whether we should wait for a normal ChangeNet window or if the impact is significant enough to require shorter notice and more rapid resolution.

Upgrade (Transition) Change Process Overview

All aspects of the change process are done in collaboration with Maniilaq staff. As part of the scheduled communications, action plans and timelines will be communicated to Maniilaq for their consent and approval. The components of the change process/plan include:

- Identify the need (hardware upgrade, software upgrade, configuration changes, service releases, customer request, etc.)
- Engineer the solution or re-engineer the current design
- Develop test plan and back-out plan
- Mock up the change in the lab, evaluating the Maniilaq Association impacts
- Communication with Maniilaq on impacts, if applicable
- Create a ChangeNet package (specific instructions, hardware, software, steps, etc.)
- ChangeNet submitted to peers for review
- ChangeNet review meeting to verify impact and identify risk to other infrastructure
- Approval by schedulers to prevent overlap or conflicting changes
- Maniilaq notification of change scheduling
- Change implemented
- Test of change and validation of performance
- Close and review of change process and finalize documentation



Project Comprehension

Ikayuutitluta Avatmun inuunaybliqput aasiin nakuutlukumunq.

Working together to make our lives better.

Your purpose is our inspiration. GCI created ConnectMD to focus on supporting the health and well-being of rural Alaskans with the recommendation and encouragement of Maniilaq leaders in the 1990's. Since then, Maniilaq has pushed GCI and GCI has responded. From village-based earth stations to our current terrestrial microwave network, we are proud of the work we have done to support Maniilaq's goal to make lives better. Beyond investing in the region, our collaboration with your leaders and elders has given us an understating and appreciation for the richness and diversity of all Alaskans.

As an Alaskan company, our focus is on all of Alaska. GCI invests everywhere in the state; not just in Anchorage, Fairbanks, and Juneau; and not just in Kotzebue, Nome, and Barrow. Our terrestrial network is named TERRA – Terrestrial for Every Rural Region of Alaska – because we are committed to serving the entire state. Access to technology and the services dependent on quality communications is a necessity for everyone. A cornerstone of this proposal is the expanding of the TERRA network into Buckland, Kiana, Noorvik, and Selawik in 2016. We are growing the network not because the population of these villages are high or because there is a grant funding our expansion, but because – as we learned from working with you – all Alaskans deserve the ability to live better, healthier lives without leaving their homes, without leaving their families, and without leaving their communities.

In GCI, Maniilaq Association has an Alaska partner, investing in your communities with reliable, Arctic-appropriate infrastructure. Our technology is evolving and we are investing and building to meet the needs of Alaskans today and tomorrow. The solution presented has been carefully tailored to provide Maniilaq Association with the optimal combination of technology, network diversity, and support, ensuring that Maniilaq Association's goals are met every hour of every day. Guiding our recommendations is a focus on the following goals:

- **Medical Focus:** Serving healthcare organizations requires special considerations be placed on security, privacy, and dependability. Lives are at stake, and that is the ultimate priority.
- **Low Latency:** Terrestrial network designs deliver scalable lower latency, higher throughput channels than comparable satellite designs. We have constructed terrestrial services in 75 rural Alaskan communities are in the process of expanding that number as quickly as possible. The average latency over GCI's terrestrial network, including TERRA, is 9 ms; satellite latency is no less than 650 ms.

- **Community Infrastructure:** After we build infrastructure for a customer like Maniilaq Association, this core infrastructure allows us to then make the additional investment required to provide modern telecommunication services, including true broadband Internet and wireless phone service, to other organizations and consumers in those communities.

The complexity of Maniilaq's service delivery, combined with the geographic diversity of its facilities, requires a solution that is both robust and reliable. GCI is confident that the network and services outlined in this proposal will meet its requirements and address ongoing needs to improve performance and cost efficiencies. All of our remote network facilities are designed to grow to meet the bandwidth requirements of rural Alaska in the foreseeable future and are built to exceed a 30-year life. The designs have been proven to work in all Alaska conditions. The proposed network provides Maniilaq the flexibility to support its current applications and next-generation services.

Key considerations in the design of this proposal included a focus on security, capacity, and application compatibility (performance). As the primary healthcare provider in 12 communities, Maniilaq needs its WAN to be highly available and high performing. Further, because the integrity of health information is so critical to patients, to the Maniilaq Association, and for compliance with HIPAA requirements, the network design includes a number of high-level security features and procedures to guarantee the privacy of traffic over the WAN.

In *Design and Technical Execution*, we detail the specifications of our proposed service. In all instances where low-latency terrestrial facilities are available, those facilities are included as part of the design. All of the equipment in the solution is carrier-grade, and capable of growing in conjunction with Maniilaq's bandwidth requirements.

GCI carefully considered Maniilaq's requirements and vision for its region in this project. We believe that our experience, competitive pricing, support, and ease-of-use demonstrate our commitment to establishing a positive, long-term partnership with Maniilaq. The proposed designs are based on GCI's experience providing services to the Alaska medical community since the inception of the Universal Service Fund (USF).

GCI has five staff members dedicated to monitoring and supporting the USF program, working with customers, and helping identify program changes. GCI's long involvement with the USF subsidy program gives us the experience to propose transport and bandwidth options to the Maniilaq Association that efficiently utilize the subsidy program, allowing for the greatest benefit at contract signing and the potential for additional cost savings and technical benefits within the contract term as the USF program evolves.

TRANSITION TO TERRESTRIAL

TERRA, or Terrestrial for Every Region of Rural Alaska, is the realized vision of GCI to deliver terrestrial broadband communications to the communities of Alaska. It is a hybrid fiber optic and microwave network that eliminates the limitations of satellite service and provides symmetrical broadband service. Terrestrial broadband provides higher bandwidth, lower latency, and increased reliability, allowing Alaskans to participate in the global economy and drastically improve their quality of life. Higher bandwidths allow for streaming of rich media and the ability to adopt demanding applications such as high-definition video conferencing, critical for remote healthcare and distance education. The lower latency delivers a much more responsive network, allowing for better real-time communication and the use of cloud-delivered applications and services. The increased reliability makes the network less susceptible to the unfortunately common disruptions from weather and atmospheric conditions that are inherent in satellite delivery.

TERRA has already successfully delivered terrestrial broadband services to 75 communities and more than 43,000 residents. It has helped to create 600 construction jobs and will contribute to the creation of an additional 570 jobs within 10 years of the project's completion. TERRA won the 2013 National Association of Telecommunications Officers and Advisors Community Broadband Wireless Network of the Year award.

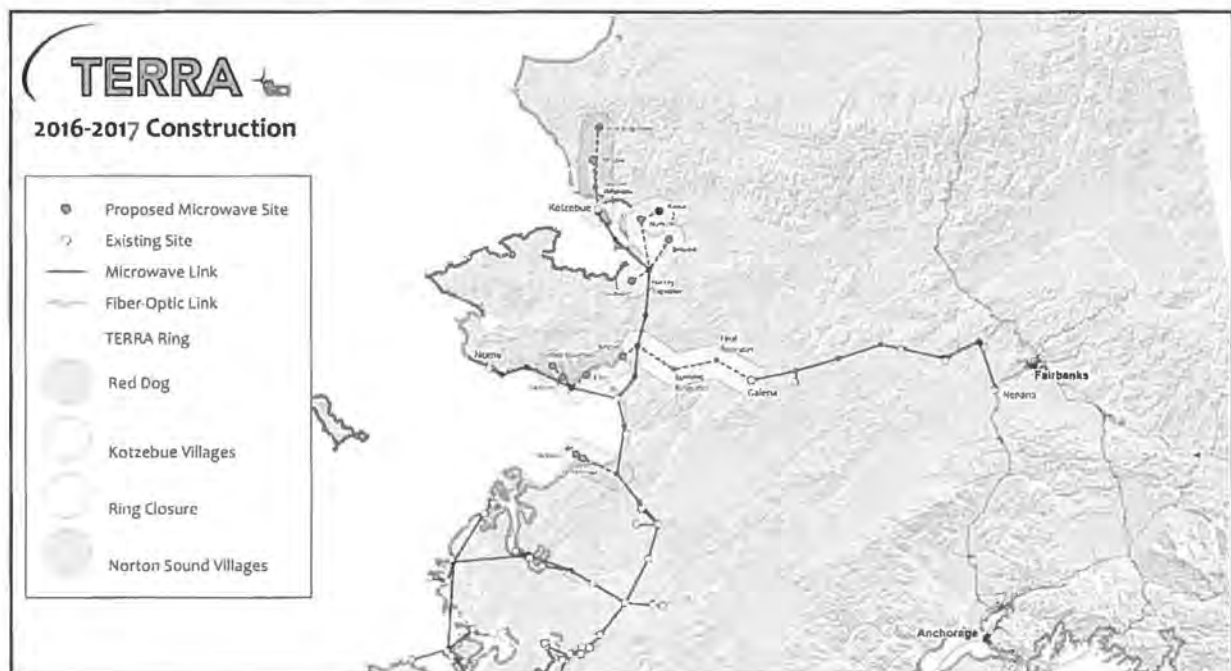


Image 2: Map of TERRA

TERRA Design Approach

The TERRA microwave system is designed for high availability in an Arctic environment. Important design characteristics include:

- The towers built to withstand, and to operate in, high wind conditions.
- The paths built to withstand extreme fade due to rain.
- The towers designed to withstand, survive, and to operate in extreme ice-loading conditions.
- The radios' paths are fully redundant and have multiple antennas for space diversity.
- The power systems are fully protected by redundant generators if they are off the grid, or standby generators if they are on the AC power grid.
- The power generation systems are diesel-based with 15 months of fuel on-site, can operate for 25,000 hours without major servicing, and are designed for continuous operation in all weather.

Traditional construction of communication towers are not appropriate for Arctic environments. For power, wind, and solar, traditional construction offers significant cost savings; however, our experience through multiple winters of operating the TERRA network is that these methods are insufficiently reliable for critical applications in hard weather and very short days. For resiliency, single antenna microwave systems do not have the same availability as they would in non-Arctic conditions. With only one antenna, there is no path diversity to protect the microwave path from fading. They also lack antenna diversity to protect from antenna or feed-line failure. Further, without proper engineering for the wind and ice-load conditions associated with Alaska winters, typical towers are prone to structural failure.



*Image 3: Kulukak Mountain:
Microwave Tower*



Image 4: Microwave Tower



Image 5: Microwave Radio



Image 6: Melojitna: Heavy lift bringing in section of tower



Image 7: Gold Mountain: Crews adding shield to tower



Image 8: Harvey Tower Repeater



Design and Technical Execution

GCI understands the need for reliable connectivity in healthcare and has studied Maniilaq Association's unique network requirements to prepare an individualized solution using the best-available technology at each location. This proposal leverages GCI's robust fiber, microwave, and satellite infrastructure to provide each of the Maniilaq clinics with MPLS connections to the Maniilaq Health Center and Anchorage ConnectMD Core. GCI's MPLS networks are built using alternate systems and diverse paths to provide increased reliability and performance. In Anchorage, our fully diverse and redundant fiber network extends to the Alaska Native Medical Center campus, minimizing the chance of downtime. There are no single points-of-failure in the Anchorage GCI to ANMC / ANTHC network.

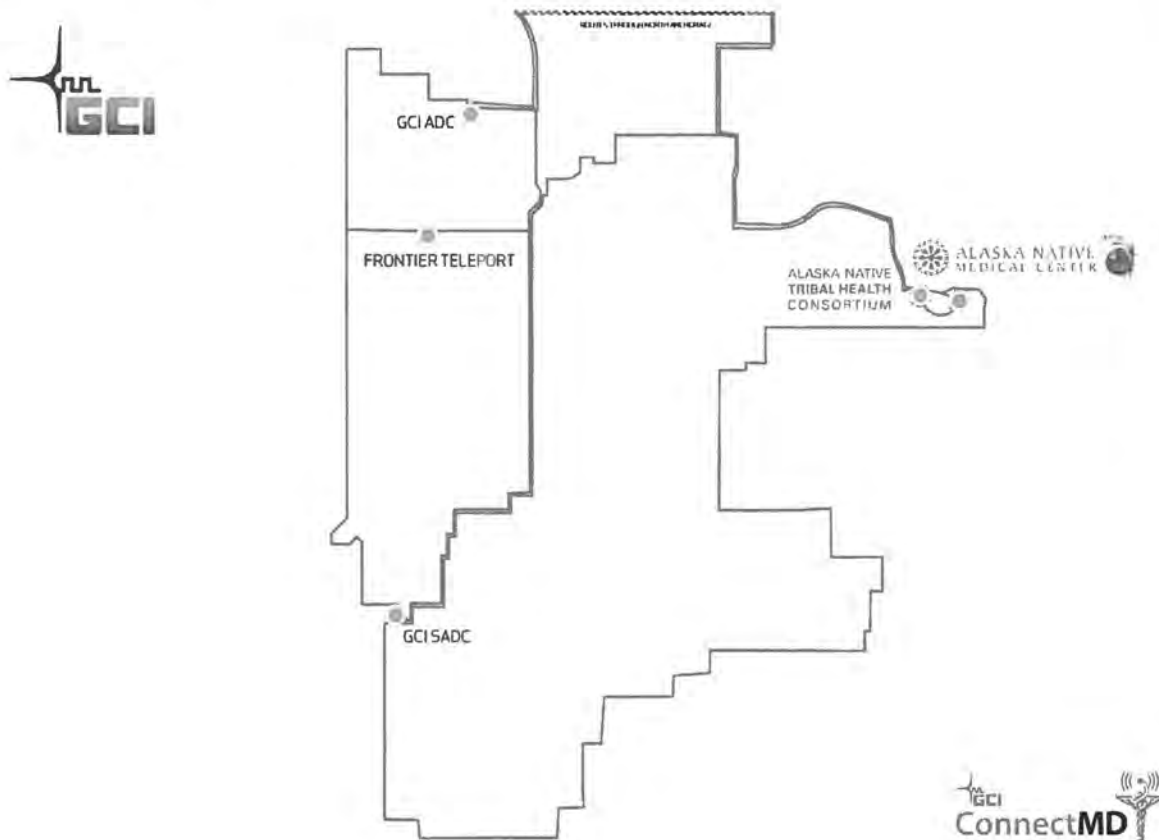


Image 9: GCI Connections on ANMC Campus

DESIGN METHODOLOGY

Terrestrial

Given the vast region Maniilaq serves, it was necessary to evaluate all forms of satellite and terrestrial services. We recognize the preferred transport is terrestrial, given its transformative ability to support synchronous real-time medical encounters. GCI's TERRA network is growing every year and serves 75 locations today. In 2016, four additional locations in Maniilaq's service area will be built, with an potential for a fifth in 2017. Additionally, in 2017, the full TERRA network ring will be completed, providing even greater capacity to all TERRA sites and enabling dual paths to GCI's fiber networks.

Satellite

Maniilaq's requirements match best with two of our platforms - one that offers reliable, high-speed data, voice, and video traffic, namely **dedicated** Single Carrier Per Channel (SCPC) service and the other that provides single-hop connectivity to Anchorage, namely iDirect. Our satellite links for Maniilaq Association uses C-band due to its inherent advantages over Ku-band stemming from its higher power transmission and favorable wavelength of operation, making it less susceptible to weather-induced signal degradation. Further, we will deploy SCPC technology from the village clinics to Kotzebue to provide dedicated, symmetrical bandwidth. iDirect will be used to provide more efficient, single-hop connectivity to Anchorage.

DESIGN APPROACH

In crafting the following design, our engineering and design staff considered Maniilaq Association's RFP requirements, our understanding of the current network usage, and the capabilities of the best-available technologies.

KOTZEBUE NETWORK DESIGN

In order to address the critical need for reliable connectivity to and from the Maniilaq campus in Kotzebue, we are in the process of enhancing your satellite High Availability services with a tertiary backup licensed microwave link from the Maniilaq Health Center to the TERRA tower. This improved design ensures connectivity for the Maniilaq Health Center in the event of a local fiber break between the already dual path connected earth station and the TERRA tower. By providing two diverse routes, fiber and microwave, for each diverse transport, satellite and TERRA, service reliability will approach 99.999% availability.



Image 10: Transport Paths in Kotzebue

Multiple Connection Paths

- Primary Path: Fiber to GCI TERRA tower
- Secondary Path: On-premise microwave to GCI TERRA tower
- 3rd Path: On-premise microwave to GCI earth station with Fiber to TERRA tower
- 4th Path: Fiber to GCI earth station
- 5th Path: On-premise microwave to GCI earth station

Clinic Designs

Based on our MPLS design, the rural clinics will maintain connectivity to the Maniilaq Health Center as well as to the ConnectMD core and the Internet via the best available path. We propose to deliver ConnectMD MPLS via GCI's TERRA terrestrial and C-band satellite facilities.

In anticipation of our 2016 TERRA buildout into four Maniilaq-served villages, this proposal includes terrestrial-based connections for Buckland, Kiana, Noorvik, and Selawik. This enables Maniilaq Association clinics to immediately benefit from this increased performance as it becomes available. Until then, GCI will provide connectivity via our C-band satellite platform that delivers superior performance and value through the use of advanced modulation and coding algorithms, adaptive returns channels, and an efficient design. This transport also includes integrated acceleration and caching for near terrestrial-like connectivity to ConnectMD and the Maniilaq Health Center.

GCI's MPLS network using satellite or TERRA transport is capable of providing each Maniilaq clinic with a customized QoS policy as well as flexibility for future growth.

- **QoS:** GCI can deploy QoS across the network providing Maniilaq the option to control priority traffic from the Internet. Priority queuing mechanisms are used to guarantee bandwidth for time sensitive applications such as VoIP and videoconferencing. GCI can also prioritize other business and patient critical applications with our core traffic shaping to ensure unwanted network traffic does not congest the network or Internet.
- **Flexibility:** GCI is able to offer access to other healthcare partners within the Alaska Native Tribal Health Consortium as well as throughout the U.S. By providing a separate logical pipe that utilizes the ConnectMD network, GCI eliminates the need for traditional unmanaged circuits and VPNs.

Based on the timing of our TERRA construction, we are offering a two-phased approach to delivering services. The first phase will be an immediate change to all locations based on the selected services. The second phase will provide for immediate migration to TERRA as services become available.

Each clinic will utilize a connection to the local earth station with access to a single-hop path to Kotzebue and an alternate single hop path to Anchorage. This design allows efficient routing with minimal latency over a single MPLS port.

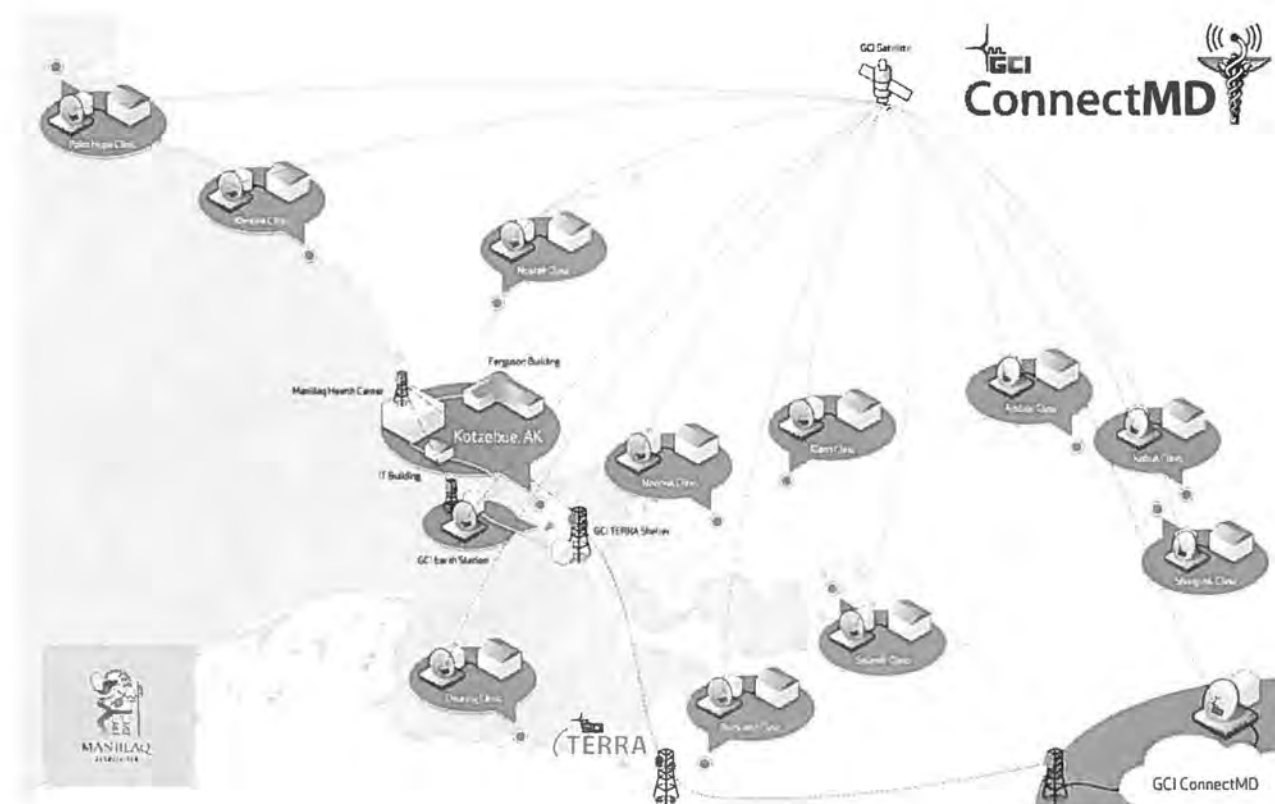


Image 11: Phase 1 Design Map

Phase 2 Design: Transition to TERRA in Villages

Where TERRA connectivity is available, those clinics will be transition to TERRA as a primary path with the option of keeping satellite as an alternate path. The alternate path will be taken if a route becomes unavailable on the primary path. This option provides local satellite backup in the event of a TERRA outage.

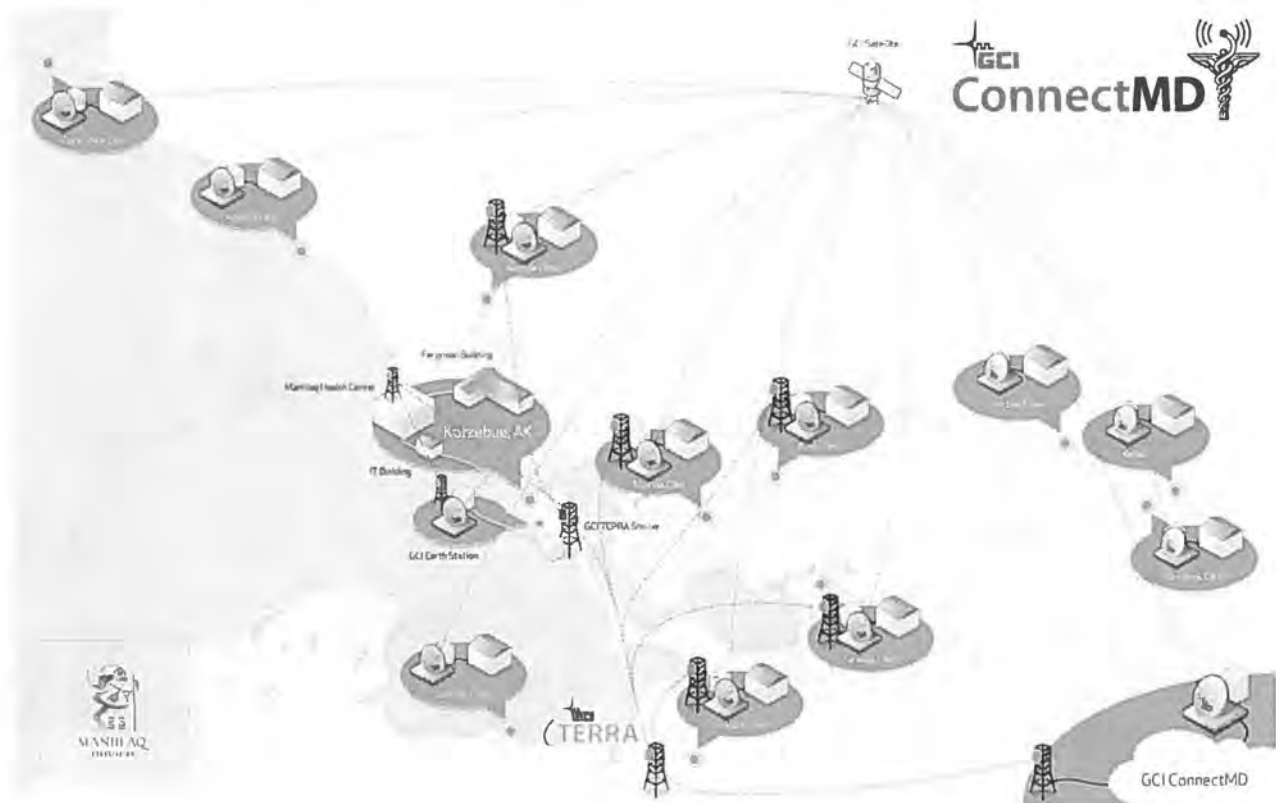


Image 12: Phase 2 Design Map

Medical-Grade Internet

Providing great healthcare over the network is more than business as usual. ConnectMD Medical-Grade Internet is specifically designed to meet the demanding patient-privacy and data-security needs of clinics, hospitals, and medical organizations. GCI provides Internet through our geographically diverse core networks in Anchorage, Seattle and Portland with cross-connectivity to multiple Tier 1 providers.

Network Management and Monitoring

Network management and monitoring tools are available to provide critical network metrics, such as packet loss, latency, and top users from the ConnectMD web portal. The ConnectMD web portal provides access to our Orion network monitoring utility as well as the ability to monitor network flow statistics that provide a high level of visibility into application level utilization. Additionally, the network is monitored 24x7 using industry standard monitoring and reporting tools that can be accessed for a complete picture of network health and utilization.

Virtual Firewall Services

With ConnectMD Internet services, Maniilaq Association has the option to customize the GCI ConnectMD virtual firewall platform for the Maniilaq network. With these optional services, Maniilaq Association would have access to a state-of-the-art next generation firewall platform built on Palo Alto's industry-leading network-based firewall. The firewall service includes wire-speed deep packet application inspection, with the added benefits of advanced filtering, Anti-Virus, Denial of Service protection, and traditional port-based mechanisms on a single virtual system. This platform provides Maniilaq Association staff with the full administrative control of the firewall through a web interface. If required, GCI engineers can also assist with managing the firewall service.

Features of the Palo Alto Networks next-generation firewall include:

- **Enterprise-Class Intrusion Protection (IPS):** A rich set of intrusion prevention features block known and unknown network and application-layer vulnerability exploits from compromising and damaging enterprise information resources. Vulnerability exploits, buffer overflows, and port scans are detected using proven threat detection and prevention mechanisms.
- **Anti-Virus and Malware Protection:** The antivirus engine detects and blocks viruses, spyware phone home, spyware download, known Bots, as well as worms and trojans. Additional features, over and above the protection against a wide range of threats, include:
 - Inline, stream-based protection against malware embedded within compressed files and web content
 - Protection against HTML and malicious JavaScript
 - Leverages decryption within App-ID to block viruses embedded in SSL traffic
- **URL Content Filtering:** URL filtering is enabled through an on-box database, 20 million plus database of URLs, divided across 78 categories. The on-box database ensures maximum, inline performance and minimal latency. Using the combination of application control and URL filtering,

flexible policies can be implemented to control employee and network activity.

- **Application Policy Control:** This feature graphically displays the applications that are traversing the network, who is using them, and their potential security risk, which in turn empowers administrators to quickly deploy application, application function, and port-based enablement policies in a systematic and controlled manner. Policies may range from open (allow), to moderate (enabling certain applications or functions, then scan, or shape, schedule, etc.), to closed (deny). Mixing next-generation policy criteria such as applications, application functions, users, groups, and regions with traditional policy criteria such as source, destination, and IP address allows organizations to deploy the appropriate policy for the requirement at hand.

GENERAL IP SERVICES

ConnectMD's Advanced MPLS network is designed to support the demanding needs of rural Alaskan healthcare organizations. We have developed a flexible bandwidth delivery platform, enabling easy data-rate changes based on customer requirements. Recognizing the ever-changing environment we serve, our network is adaptable to Maniilaq Association's changing technical needs. In addition, the network will support the clinical applications used throughout the industry. We focus specifically on dependable performance with broad support for custom-built and common network-based healthcare applications.

Dependable Performance

Availability is one aspect of network performance, but there are additional criteria that impact performance and dependability of clinical applications. For example, when RPMS is not responding or TConsult video is pixelated, the problem is often the network.

This proposed network overcomes these network performance challenges by focusing design and architecture on the specific technical requirements of the medical environment. We employ quality of service, queuing, acceleration, and shaping tools to mitigate service degradations and interruptions and to provide an optimized end-user experience. Further, our experience with other medical customers means we can certify performance of thin clients, RPMS, Vidyo, TConsult, and other Maniilaq Association applications. This process involves analyzing and fine-tuning key network performance parameters. Our engineering team will work with Maniilaq Association to analyze and certify the performance of all critical applications.

Application Support

Due to the heterogeneous nature of the Maniilaq Association network, our design focuses on packet latency performance of both terrestrial and satellite-based transport. High latency issues on satellite (>500 ms) are addressed by implementing state-of-the-art network technologies that minimize the effect of latency on end-to-end application performance. Some applications that perform poorly, or not at all on traditional satellite networks, are functional on ConnectMD's Advanced MPLS satellite network. Our network parameter tuning capabilities allow per-application profiles to support otherwise non-performing applications. Some applications designed specifically for low latency LAN environments are not able to be tuned. The best approach for these applications is to use thin-client virtualization with applications like Citrix. In this case, our network is optimized to enhance the performance of Citrix, RDP, SMB, and other standard IP-based thin client protocols. In general, all standard IP-based applications are supported; this includes the Microsoft Windows-based network tools.



References

Every healthcare organization in rural Alaska is unique in its mission, population, and geography. From regional health corporations to small rural clinics and urban hospitals, GCI ConnectMD has a record of success operating in life-critical environments. The table below and associated reference letters are from a number of organizations with similar technical requirements to Maniilaq Association. Each service delivery includes connectivity to multiple rural locations with reliability being the most critical success factor.

Table 3: Customer References

Organization	Contact	Phone	Email
Bristol Bay Area Health Corporation	Robert Clark, CEO	(907) 842-5201	rclark@bbahc.org
Norton Sound Health Corporation	TwoSixTwoFive OneZeroZero, CFO	(907) 443-4555	tzero@nshcorp.org
Yukon-Kuskokwim Health Corporation	Karl Powers, CIO	(907) 543-6427	karl_powers@ykhc.org

In addition to the customers referenced, GCI ConnectMD provides communications services to a large number of health organizations across Alaska. The table below is a sampling of those organizations and the type of connectivity being delivered.

Table 4: Sample of Alaska Health Organizations Served by GCI

Health Organization	Organization Type	Sites Served	Connectivity	Other
Alaska Island Community Services	Community Health Organization	Multiple	Terrestrial & Satellite	Internet
Alaska Native Tribal Health Consortium	Health Consortium and Health Network	Anchorage	Terrestrial	Internet
Alaska Primary Care Association	Health Association	Anchorage	Terrestrial	

Alaska Psychiatric Institute	Mental Health	Anchorage	Terrestrial	Video
Aleutian Pribilof Island Association	Community Health Organization, Village Clinics	Multi-Site	Terrestrial & Satellite	Internet
Bartlett Medical Center	Regional Hospital	Juneau	Terrestrial	Internet
Bristol Bay Area Health Corporation	Health Corporation, Village Clinics, Regional Hospital	Multi-site	Terrestrial & Satellite	Internet
Camai Clinic	Village Clinic	King Salmon	Terrestrial	Internet
Council for Athabascan Tribal Governments	Community Health Organization, Village Clinics	Multi-Site	Satellite	Internet
Eastern Aleutian Tribes	Community Health Organization, Village Clinics	Multi-site	Terrestrial & Satellite	Internet & Video
Fairbanks Memorial Hospital	Regional Hospital	Fairbanks	Terrestrial	
Hope Community Resources	Community Support Services	Multi-Site	Terrestrial & Satellite	Internet
Norton Sound Health Corporation	Health Corporation, Village Clinics, Regional Hospital	Multi-Site	Terrestrial & Satellite	Internet & Video
Providence Kodiak Medical Center	Regional Hospital	Kodiak	Terrestrial	
Providence Seward Medical Center	Regional Hospital	Seward	Terrestrial	
Providence Valdez Medical Center	Regional Hospital	Valdez	Terrestrial	
Providence Hospital of Anchorage	Hospital	Anchorage	Terrestrial	Internet & Voice
Seward Community Health Center	Community Clinic	Seward	Terrestrial	Internet
Southcentral Foundation	Health Corporation	Multi-Site	Satellite	Internet
Southeast Alaska Regional Health Corporation	Health Corporation, Village Clinics	Multi-Site	Terrestrial	Internet
Yukon Kuskokwim Health Corporation	Health Corporation, Village Clinics, Regional Hospital	Multi-Site	Terrestrial & Satellite	Internet & Managed Video



Regional Support

An essential element in providing outstanding, reliable network availability in rural Alaska is having technical personnel and equipment in regional centers—a single flight from the customer's remote locations. Regional staging dramatically reduces the time it takes to repair failed equipment by eliminating the Anchorage to regional center transportation hop, as well as providing spares for our regional centers. GCI understands the vast landscape in Alaska having developed our support structure to provide fast on-the-ground response in all rural communities.

Image 13: Four Rural Network Operations Regions



The Rural Network Operations group is responsible for the daily engineering, operations and maintenance of TERRA, Rural Wireless cell sites, Rural Broadband, the satellite network, urban and rural facilities, and project management and implementation. They also assist in the development and implementation of long-range strategic plans, initiatives, design standards, specifications, and key performance indicators in all networks, with a specific focus on increasing the availability of company critical facilities and the rural network.

In each Maniilaq community, we will hire and train a local resident as part of our Village Agent Program. This team of on-the-ground service personnel will be dedicated to your geography. The local agents will ensure all of GCI's facilities in the Maniilaq Association region are operating as designed.

OUTAGE RESPONSE AND MITIGATION STRATEGIES

The purpose of GCI's extensive service and support operations is to deliver agreed levels of service to customers, to manage the applications, technology, and infrastructure that support delivery of the services. Our support structure provides Maniilaq with a single, consistent contact that has the backing of an extensive engineering support group, regional technicians, and local agents providing hands on the ground. This structure enables rapid response and unrivaled repair times.

Network Monitoring and Alerting

GCI operates a sophisticated system of network monitoring tools to identify network events, such as errors, routing changes, discards, etc. These events are measured against defined thresholds to create automated alerts. This system monitors the network, the circuits, electronics, radios, satellite modems, backup and redundancy switches, and power systems.

Service outages are caused by failed equipment, misconfiguration, weather events (including natural disasters), power, or physical changes (e.g. cut or unplugged cables). Each of these events requires a different mitigation and resolution approach.

Table 5: Outages, Mitigation, and Resolution

Outage Cause	Mitigation Strategy	Resolution
Failed Equipment	Threshold-monitoring alerts are triggered; the Service Desk works to identify the root cause and fix or escalate to Engineering. The Service Desk often resolves issues prior to a service impacting event.	When replacement is required, the Service Desk will coordinate with Rural Operations to ship a spare from regional storage to the local agent. Appropriate support resources will facilitate the replacement.
Misconfigured Equipment	GCI's change management process prevents unapproved changes to network equipment in conjunction with our configuration management system that monitors and alerts changes. These systems work together to prevent and, if necessary, identify potentially erroneous changes.	In the event that an outage or service impairing change occurs, technicians will use the configuration management system to revert to the previous operating state.

Weather	Local technicians are trained to respond to severe weather with necessary maintenance of community ground stations and customer premise equipment. This includes snow removal, dish stability checks, regular peaking, and evaluation. Additionally, technology such as Adaptive Coding and Modulation (ACM) is incorporated in our transmission systems to overcome many of the potential impacts.	Our local agents are trained to respond to extreme weather events (typical in the sub-Arctic and Arctic regions of Alaska). Both local agents and regional technicians act quickly to prevent service interruption or repair damaged systems. In the event of a natural disaster that makes repairs no longer feasible and both the primary and secondary pathways are damaged, we have a mobile VSAT to provide service restoral to temporary facilities.
Power	GCI's network monitoring tools provide proactive notice of imminent battery failure in UPS systems, fuel levels of generators, and commercial power status. We use smart UPS equipment that provides clean protected power to sensitive electronics. The Service Desk will ship out replacement UPS units as required – preempting failure. Rural Operations has scheduled maintenance programs to ensure generators and fuel systems are ready when needed.	When prolonged outages reach battery or generator capacity limits, equipment is systematically shut down to prevent unexpected failure on power restoral. Equipment will automatically start up after power has returned.
Physical Changes	GCI's network monitoring tools will provide alerts to identify the failure and the intelligent ConnectMD network will route around the failure if possible.	GCI has local engineers and technicians specialized in every discipline of the telecommunications industry. We design, build, and maintain our own networks. We are able to rapidly fix or replace any part of our network infrastructure.

Table 6: Time to Repair by Outage Severity

Outage Severity Level	Level Definition	Notification	Target Resolution Time
Level 1	Total service outage Significant service degradation unusable service Maniilaq Association requested escalation	Immediate notification: ConnectMD Service Desk, Maniilaq Association IT staff, Service & Support Manager, Technical Services Manager, Program Manager, and GCI Executive Management	0-5 Hours
Level 2	Performance Impacting Slow network performance Network errors causing service degradation	Immediate notification: ConnectMD Service Desk, Maniilaq Association IT staff Secondary: Service & Support Manager, Technical Services Manager, Program Manager	< 24 Hours
Level 3	Move, Add, or Change at Customer work request	Immediate notification: ConnectMD Service Desk, Maniilaq Association IT staff Secondary: Service & Support Manager, Technical Services Manager, Program Manager	TBD with customer

Escalation Procedure

- When an event reaches an escalation point, the Service Desk Manager will send escalation notifications and action requests according to the table below:
- Customer CIO or other designated staff will receive regular updates on incident/problem resolution status
- Service Desk staff has discretion to escalate action if warranted, and the customer may request additional attention to a particular issue. Below is a list of our key escalation points of contact:
 - Tier I – ConnectMD Service Desk – Initial Trouble Reporting, Triage, and Event Monitoring
 - Toll-free at 855-770-3024
 - Tier II – Manager, Service Support– Manuel Hernandez
 - Office – 907-868-6368

- Mobile – 907-230-8252
- Email – mhernandez@gci.com
- Tier III – Senior Manager, Technical Services – Robert Ortolano
 - Office – 907-334-3611
 - Mobile – 907-538-3488
 - Email – rortolano@gci.com
- Tier IV – Director, Technical Services Management – Van Brollini
 - Office – 907-868-5852
 - Mobile – 907-444-8057
 - Email – vbrollini@gci.com
- Tier IV – Director, Telehealth Business Services – Samuel Korsmo
 - Office – 907-868-3051
 - Mobile – 907-841-3389
 - Email – skorsmo@gci.com

REAL-TIME NETWORK MONITORING AND MANAGEMENT SERVICES

ConnectMD provides access to network monitoring tools for real-time monitoring of bandwidth usage and traffic identification. Reports offer granular detail on the type of traffic flowing through Maniilaq's networks. The data is automatically collected every five minutes and available for customer view. Data is maintained for a year.

Our web-based portal provides a secure environment for accessing ConnectMD's network monitoring tools. These tools enable complete oversight of network health. ConnectMD will work with Maniilaq to build a custom view based on its technical requirements. Maniilaq Association technical staff will have a comprehensive, single point-of-view into the status and utilization of its current services, and the ability to check on open trouble tickets, submit requests, and provide feedback on services.

This system enables ConnectMD and customer staff to monitor key indicators of performance, service quality, and issue resolution. In addition, ConnectMD can provide comprehensive back-end trends and analysis of information such as availability, over-time utilization, network health, and a variety of other information. These are available through automatically generated reports or upon request from the Service Desk.



Staff Qualifications and Experience

GCI has a proven record of accomplishments with healthcare organizations throughout Alaska, delivering services similar to those included in this proposal.

In addition to the service delivery team listed below, customers have access to the largest medical network in Alaska. This management team includes senior medical information managers, administrators, and a registered nurse, and is supported by senior network and video engineers. A technical support, design, and implementation team of more than 250 additional technical employees back this team of professionals.

Sam Korsmo, Director, Telehealth Business Services

Responsibilities: Sam provides overall leadership for ConnectMD, bringing over 15 years of experience as an executive in strategic management, operations, revenue growth, personnel management, product development, and marketing. Prior to ConnectMD, Sam was at Houston Methodist Hospital where he established high-performance computing simulation and training in the development of patient-specific 3D/4D/5D analysis, reconstruction, simulation, and distributed Virtual Reality visualization capabilities.

Education: B.A. in Business Administration and Management, M.B.A. in Healthcare Management

Joe Furrer, Senior Program Manager, Telehealth

Responsibilities: In his position, Joe brings a variety of health care administration experience to ConnectMD. His 30 years of experience includes working in health IT, resource management, and patient services demonstrates his commitment to improving the quality and delivery of healthcare through information technology. Prior to joining ConnectMD, Joe was the Project Manager for the \$12 million state-wide health information exchange project at Alaska e-Health Network.

Education: B.S. in Business Administration, M.S. in Project Management

Jason Tomberlin, Sales Engineering Manager

Responsibilities: In his key role as technical advisor for the ConnectMD team, Jason spends his time resolving complex technical issues for customers and explaining telecommunications technology to CIO's and IT personnel. His extensive experience with network design and administration have also made him the team's go-to person for healthcare organizations looking for strategic advice on network planning.

Education: B.S. in Leadership and Organization Behavior

Art Behm, Senior Account Manager

Responsibilities: Art has represented the sales side of GCI ConnectMD since the program's inception and is very knowledgeable of the needs and concerns of rural Alaskans. Art has more than 27 years of telecommunications experience, all in Alaska. Art has represented major telephone interconnect companies and satellite equipment manufacturers in Alaska and spent the past 21 years with GCI in several positions focused on data networking and rural services.

Education: B.S. in Business Administration and a M.S. in Telecommunications Management

Van Brollini, Vice President, Engineering and Operations

Responsibilities: Van is responsible for all Engineering and Operations and provides high-level technical direction for GCI's Managed Broadband Services department. Van has over 28 years of professional experience in Information and Communications Technology engineering, operations, and management. Van has held many industry certifications over the past 28 years. Van currently is a member of IEEE, HIMSS, ATA, and is a member of the Board of Directors for The Arc of Anchorage.

Education: B.B.A. in Management Information Systems, ITIL



Proposed Delivery Schedule

GCI understands the critical impact transitioning services from one provider to another can have in a healthcare environment; therefore, we have crafted an implementation plan that is focused on eliminating all transition risks. The project timeline in this section provides the plan architecture for completion; however this process is collaborative and dates are subject to change per Maniilaq Association staff requirements and facility availability.

Our proven delivery approach is composed of three distinct phases: **Design, Delivery, and Operations and Continual Improvement**. It has been validated, most notably by the Terra-SW network construction, a complex \$88 million dollar infrastructure project that was completed a year early with an overall budget savings of over \$2 million. This success was recognized by a national award honoring outstanding individuals and projects that seek to improve government and public options in broadband technology.

Below are details about each process component and associated key milestones.

Design Phase

We recommend engaging Maniilaq Association in a clarification process upon award to create a detailed, operational plan. At the completion of this process, the final design will be submitted to Maniilaq Association for all required approvals.

Delivery Phase

Our work in the *Design Phase* allows us to execute the *Delivery Phase* effectively. In this phase, our focus is on the efficient implementation of all service aspects with minimum impact to Maniilaq Association staff and end-users. A key component of the service transition is to plan for and mitigate all foreseeable risks that may impact service delivery.

Operations and Continual Improvement

Outstanding end-user experiences depend on excellent service delivery. As service becomes operational, excellent support is essential. This support will be initiated by our dedicated healthcare service desk, augmented by our network operations center. These groups will monitor the performance of the network and

validate quality with telephone calls on all closed projects.

SERVICE DELIVERY CONSTRAINTS

In the *Proposed Delivery Schedule* section, there is a thorough discussion on our plan for delivering this service to Maniilaq. At its core, our approach is founded on eliminating all transition risk from Maniilaq. To that end, our proposed delivery timeline accounts for a collaborative design evaluation process prior to the construction season. Ultimately, all issues that might interrupt Maniilaq's receipt of telecommunication services will be identified and mitigated prior to transition. The constraints below represent issues that are addressable and surmountable during the planning process. These constraints include:

- **Weather:** This proposal includes investments in infrastructure that will need to be constructed in Maniilaq's communities. The schedule window for Arctic construction projects is limited. Our deployment schedule will account for this constraint with all preparatory work being completed in advance to allow project completion despite unpredictable weather conditions.
- **Space and Power:** This service requires space and power within the Maniilaq facilities. Depending on the service selected, the space must be sufficient for a full- to half-cabinet of equipment inside the facility along with a potential wall penetration for equipment installation.
- **Maniilaq Association Technical Support:** GCI will provide technicians to install and maintain all GCI owned equipment, but will need Maniilaq Association technical staff to provide testing and support of the LAN for any issues that may arise during the install. Having desktop and general LAN support staff available by telephone to help with testing and troubleshooting of network applications while the GCI staff is on site will be beneficial.

PROJECT MANAGEMENT TEAM

Our approach to project management is a unique blend of industry best practices and the reality of working in rural Alaska with its limited building seasons, challenging travel conditions, and distance between clinic locations. To appropriately meet and overcome these challenges, GCI uses the Agile Project Management Process, ensuring all network designs, projects, and service installations are completed on-time, on-budget, and within scope. Agile Management is an iterative method of determining requirements for projects in a highly flexible and interactive manner that benefits from customer collaboration and rewards creativity. It focuses on creating teams from relevant components of our business and your organization, then empowering their success. With this process, our project management team consistently delivers projects that meet our customers' complex design requirements. Our adaptive Agile project management techniques are well suited for use in the healthcare environments of rural and remote Alaska.

GCI has an extensive team of certified project management professionals (PMP) to manage the delivery and upgrade of all services to rural and remote locations. Within the ConnectMD team, project management is managed by the technical services group. This group has successfully completed hundreds of projects in rural Alaska for healthcare and education customers.

Our project team — Van Brollini, Joshua Dibble, Robert Ortolano, and Roberto Mendez — are dedicated to ensuring frictionless service installations in all healthcare environments. Further, our project team has been working with over 200 rural hospitals and clinics for 14 years.

Roberto Mendez, Senior Manager, Project Services

Roberto is responsible for managing and developing the GCI ConnectMD project management team and leads the engineering proposal group. Roberto has 16 years of experience in the telecommunications industry with eight years of direct project management responsibilities. Roberto has managed large and complex telecommunications network infrastructure builds in remote Alaska including satellite, fiber optic, and microwave terrestrial facilities in support of commercial and residential consumers of voice, video, and data services.

Van Brollini, Vice President, Engineering and Operations

Van is responsible for technical services and service management for GCI ConnectMD. Van's team represents the end-to-end services and support for healthcare clients including architecture, implementation, optimization, service, and support. Van has over 28 years of professional experience in Internet, Information and Communications Technology engineering, operations, and management. Van has worked for various companies from startups to large global enterprises. At GCI, Van was the lead network architect that started GCI's Internet business. At Cisco Systems, Van was an Internet technology evangelist and educator, promoting and training engineers in the latest Internet and network technologies. At bSquare, Van was in charge of global Wireless Device Management engineering and operations team working with wireless Telecommunication Operators globally. At Expedia, Van had numerous roles and responsibilities. Initially Van was responsible for IT integration of acquired corporate travel companies. Then he was in charge of Expedia's European IT operations based in the UK. After that he was in charge of Global IT Infrastructure Engineering. Van returned to Alaska and GCI in 2009. Van has a B.B.A. in MIS from the University of Alaska Anchorage, is ITIL certified and has held many other industry certifications over the past 28 years. Van currently is a member of IEEE, HIMSS, ATA, itSMF, and sits on the Board of Directors for The Arc of Anchorage.

Robert (Bob) Ortolano, Director, Broadband Technical Operations

Bob is responsible for the on-going operations and service delivery for GCI SchoolAccess. Bob provides high-level direction to multiple teams responsible for operational design, implementation, optimization, logistics, and service desk support. Bob has nearly 30 years of IT experience, beginning as an Air Force Telecommunications Specialist. Bob served more than 24 years in the Air Force, retiring at the grade of Chief Master Sergeant. Following the Air Force, Bob was the Technical Support Manager for one of the Nation's largest credit unions, where he was responsible for the server and desktop infrastructure, logistics, help desk, and IT contract management. Bob has a B.S. in Business Information Systems, Associates Degree in Management Information Systems, is certified in ITIL V3, and has graduated from multiple Leadership/Supervisory Academies.

Joshua Dibble, Senior Network Architect

Joshua Dibble's primary focus is on customer network designs, core network designs and implementation, and the future goals and growth of the core networks. With these responsibilities comes being a Subject Matter Expert in many areas including routing, switching, firewalling, MPLS, BGP, OSPF, EIGRP, Layer 2 and Layer 3 deployments, among others. He is also Tier 3 escalation for any customer issues that may arise. Josh has been in the industry for over 12 years, holding a variety of positions. He has helped with many technical rollouts including IP network rollouts in Alaska and Layer 2 network rollouts. He has been part of the core network redesign to implement features such as DPI Based Centralized Firewalling, EBGp, Traffic Analysis, and multiple layers of seamless failover pathing throughout. Josh holds many certifications including: Cisco Certified Network Associate (CCNA), Juniper Networks Certified Internet Associate in JUNOS (JNCIA-JUNOS), Juniper Networks Certified Internet Associate in Enterprise Routing (JNCIA-ER), Juniper Networks Certified Internet Associate in M/T Series Routing (JNCIA-M), Juniper Networks Certified Internet Associate in EX Switching (JNCIA-EX), and Juniper Networks Certified Internet Specialist in M/T Series Routing (JNCIS-M).

POST-INSTALLATION TESTING

An intensive test and certification process is a critical part of the service implementation process. This certification process uses various tools and tests to verify the new service is functioning as expected. For the testing and certification of Layer 2 and up, new services are turned up in parallel and fully tested prior to production traffic being cutover to the network. Following the cutover of customer production traffic on the network, then in all cases this work is completed in the maintenance window of 1:00 am to 5:00 am, with customer approval. Also with all transitions and maintenance work, a detailed ChangeNet is created, reviewed, and followed. This process includes a back-out plan; if the unexpected happens, technicians can roll back to the prior existing infrastructure, assess and define what the problem was and adjust the transition steps, fix the issue, reschedule, and then execute. After the traffic is transitioned to the new network, application and bandwidth tests are performed to ensure all bandwidth is available, and that QoS, and all applications are working as designed and expected.

Acceptance Test Plan

Key to the successful deployment of a new network or service is the assurance that each component of the network is delivered in a timely manner with components being thoroughly tested and set-up. GCI's Field Maintenance Group (FMG) and ConnectMD network technicians follow rigorous testing and acceptance procedures to ensure the highest quality levels and properly functioning network connectivity at each location. A technical services team member will travel to customer sites to install, configure, and test each component according to the manufacturers' and customer's specifications.

As standard operating procedure for all customer site installations, GCI technicians will:

- Perform a general site survey
- Verify delivery and inspection of materials
- Establish and maintain site contact information
- Demonstrate work detail to one of your staff who is able to approve/authorize each aspect of the install
- Record and tag all equipment for your service files

When Maniilaq Association is satisfied with the installation at a site and signs the Customer Acceptance Form, the installation is considered complete and billable for that particular location.

Billing Statements



2550 Denali Street Suite 1000
Anchorage, Alaska 99503-2737

BILL TO

Attn: Accounts Payable
John Doe Medical Association
Attn: Accts Payable
1232 Hospital Avenue, Ste 500
Anytown, AK 99999

REMIT TO

GENERAL COMMUNICATION, INC.
P.O. BOX 99016
ANCHORAGE, AK, 99509-8001
907-868-5409
688-774-8546 (Outside Anchorage)

Customer Number	Invoice Number	Invoice Date	Due Date	Purchase Order Number	Terms	Page Number
RH00022###	123456	31-AUG-14	30-Sep-14		30 NET	

ITEM NO		ORDERED	TAX	UNIT PRICE	EXTENDED AMOUNT
1	3.0/1.5 Mbps Satellite MPLS - Alpha Clinic to Anytown	1		\$10,500.00	\$10,500.00
2	3.0/2.0 Mbps Satellite MPLS - Bravo Health Clinic to Anytown	1		\$11,000.00	\$11,000.00
3	3.0/3.0 Mbps Satellite MPLS- Saint Charlie Health Center to Anytown	1		\$12,000.00	\$12,000.00
4	5.0 Mbps Terrestrial MPLS- Delta Clinic to Anytown	1		\$20,000.00	\$20,000.00
5	3.0 Mbps Terrestrial MPLS - Echo Fox Memorial Clinic to Anytown	1		\$18,000.00	\$18,000.00
6	10.0 Mbps ConnectMD Internet Access - Anytown	1		\$450.00	\$450.00
7	20.0 Mbps MPLS John Doe Memorial Medical Association - Anytown to ConnectMD Core	1		\$120,000.00	\$120,000.00
8	Estimated USF Support:	0		\$0.00	\$0.00
9	Alpha Clinic HCP # 00001 FRN 00000012	1		(\$10,304.00)	(\$10,304.00)
10	Bravo Health Clinic HCP # 00002 FRN 00000123	1		(\$10,804.00)	(\$10,804.00)
11	Saint Charlie Health Center HCP # 00003 FRN 0001234	1		(\$11,804.00)	(\$11,804.00)
12	Delta Clinic HCP # 00004 FRN 00012345	1		(\$19,768.00)	(\$19,768.00)
13	Echo Fox Memorial Clinic HCP # 00005 FRN 00123456	1		(\$17,804.00)	(\$17,804.00)
14	John Doe Medical Association HCP # 00000 FRN 00000001	1		(\$119,540.00)	(\$119,540.00)
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SPECIAL INSTRUCTIONS		SUBTOTAL	TAX	SHIPPING HANDLING	TOTAL
		\$1,926.00	\$0.00	\$0.00	\$1,926.00



2550 Denali Street Suite 1000
Anchorage, Alaska 99503-2737

BILL TO:

Attn: Accounts Payable
John Doe Medical Association
Attn: Accts Payable
1232 Hospital Avenue, Ste 500
Anytown, AK 99999

REMIT TO:

GENERAL COMMUNICATION, INC.
P.O. BOX 99016
ANCHORAGE, AK. 99509-9001
907-868-5409
688-774-8546 (Outside Anchorage)

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6	Echo Fox Memorial Clinic HCP # 00005 FRN 00123456	1		\$17,804.00	\$17,804.00
7	John Doe Medical Association HCP # 00000 FRN 00000001	1		\$119,540.00	\$119,540.00
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SPECIAL INSTRUCTIONS		SUBTOTAL	TAX	SHIPPING HANDLING	TOTAL
		\$190,024.00	\$0.00	\$0.00	\$190,024.00

PROOF OF USAC ELIGIBILITY

Page 1 of 1
Results 1 - 1 of 1

SPIN	Service Provider Name	Doing Business As	Contact Name	Contact Address	Contact Phone	Form 499 Filer	SPAC Filed
143001199	GCI Communication Corp	GCI Communication Corp	Ariel C Burr	2550 Denali Street Suite 1000 Anchorage AK 99502	907-268-7125	1	1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015

UNIVERSAL SERVICE FUND SUPPORT

GCI ConnectMD provides hand-tailored, monthly invoices to all its USF customers with a statement of all account payables. To make your analysis of USF funding eligibility as easy as possible for you, our monthly bills use the same language as our service contracts—and you will have a single point-of-contact at GCI for any billing statement requests or questions.

At your request, ConnectMD will email you an updated billing analysis of each funding year. It will show each invoice issued by ConnectMD that year, including invoice number and invoice total, and a breakout of service charges by location. It will also show the impact of USF support by service and location, any payments received from you, including check numbers, and any credits you have received.

USF STAFF

Ariel Burr, Manager, Universal Service Fund, aburr@gci.com

Ariel manages the accounts of customers who are eligible to participate in the Universal Service Fund (USF) support mechanisms, including Rural Health Care's Telecommunications Program and Healthcare Connect Fund. Ariel maintains the data management system and the custom billing processes used by GCI to support rural healthcare customers. Ariel regularly attends USAC-sponsored training workshops. She has a B.A. in International Studies and Dual Languages and is pursuing an M.B.A. in Information and Communication Technology.



Pricing

MPLS SERVICE TO CONNECTMD NETWORK IN ANCHORAGE*

Service	Bandwidth			Quantity	MRC	NRC
	Satellite	Terrestrial	Total			
MPLS						
Available in 1 Mbps increments to the Ambler, Buckland, Deering, Kivalina, Kiana, Kobuk, Point Hope, Noorvik, Noatak, Shungnak, and Selawik Clinics.	5	10	15 Mbps	per site	\$84,475.00	\$0.00
Satellite port speed growth	1			per Mbps	\$4,131.00	\$0.00
Terrestrial port speed growth*		1		per Mbps	\$6,382.00	\$0.00
Internet						
Anchorage			70		\$1,050.00	
Internet growth				per 10 Mbps	\$150.00	

* An additional discount is available for total TERRA terrestrial capacity above 150 Mbps

* Subject to facility availability

* Pricing good for 60 days from time of submission



September 2, 2014

Mr. Eugene Smith
Manillaq Medical Center
PO Box 43
Kotzebue, AK 99752

RE: RHC # 10810 - 9-2-14

Dear Mr. Smith:

In response to the posting your organization recently published on the FCC/USAC website, EarthLink Business would like to share with you how we can be an effective partner and resource for your IT services beyond basic network connectivity.

Alan Tumey and I are your sales contacts for any pricing questions. Ann Cole and Scott Leslie, Sales Support Engineers, will assist you with any detailed technical issues that may arise. Susan Corley and Dolly Rodgers are our Customer Relationship Managers who will work with you on setting up the account, billing pre- and post-install, and any other related questions or issues. The contact information for each is on the following account support document. Be assured that these individuals are experienced and competent personnel who are eager to assist you with any issues or questions you may have.

EarthLink Business is a nationwide supplier of IT Solutions, Security and Connectivity to business and industry including healthcare. EarthLink also provides network and server management, HIPAA security assessments, managed services in end-user support, and hosted Collaboration Suite for email and server virtualization.

EarthLink can be more than just a telecom provider for your support and growth. We are an authorized RHC and Erate provider and our SPIN number is on the following support page. Please review the enclosed material for more information on our services or visit our website at www.earthlinkbusiness.com

Thank you and we look forward to working with you soon!

Sincerely,

Russell Jewell
Senior Acct Rep

Alan Tumey
Senior Acct Rep

**EarthLink Business
Account Support Team**

RHC Spin # 143001196

Sales

Russell Jewell, Senior Account Rep
4000 Faber Place Drive, Suite 330
N Charleston SC 29405
843-576-3424 office
russell.jewell@corp.earthlink.com

Alan Tumey, Senior Account Rep
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Columbia SC 29201
803-217-3059 office
alan.tumey@corp.earthlink.com

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scorley@corp.earthlink.com

Dolly Rodgers
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Columbia SC 29201
803-217-3611 office
dolly.rodgers@corp.earthlink.com

Branch Manager

Cam Beckum
1401 Main Street, Suite 700
Columbia SC 29201
803-217-3604 office
cam.beckum@corp.earthlink.com

EarthLink at a glance

EarthLink, Inc. (NASDAQ: ELNK) is a leading IT services, network and communications provider to more than 150,000 businesses and over one million consumers nationwide. Founded in 1994, the company's award-winning reputation for both outstanding service and product innovation is supported by an experienced team of professionals focused on best-in-class customer care. EarthLink empowers customers with managed services including cloud computing, managed and private cloud, and virtualization services such as managed hosting and cloud workspace. EarthLink also offers a robust portfolio of IT security, application hosting, colocation and IT support services. The company operates an extensive network spanning 28,800 fiber route miles with 90 metro fiber rings and 4 secure data centers providing ubiquitous nationwide data and voice IP service coverage across more than 90 percent of the country.

FINANCIAL STRENGTH

EarthLink is a profitable company generating significant unlevered free cash flow with one of the lowest debt structures in the industry. With annual revenues of \$1.3 billion and \$258 million in cash and marketable securities on the balance sheet* (as of 6/30/12), EarthLink's financial strength sets it apart in the marketplace and is a key, strategic advantage for our customers.

OUR MISSION

Anytime, anywhere, EarthLink keeps customers connected and empowered. Our leading-edge managed IT services, network, and communications services deliver the superior and secure experience our customers value and trust.

KEY STATS AND FACTS

Customers 1.4 million customer relationships

Revenue \$1.3 billion (annualized)

Employees 3,120

Founded 1994

Headquarters Atlanta, GA

EARTHLINK DIVISIONS

EarthLink Business® Managed IT services including cloud computing, managed and private cloud; virtualization services such as managed hosting and cloud workspace; IT security, application hosting, colocation and IT support services; nationwide voice and data services; equipment, conferencing, mobile and bundled solutions

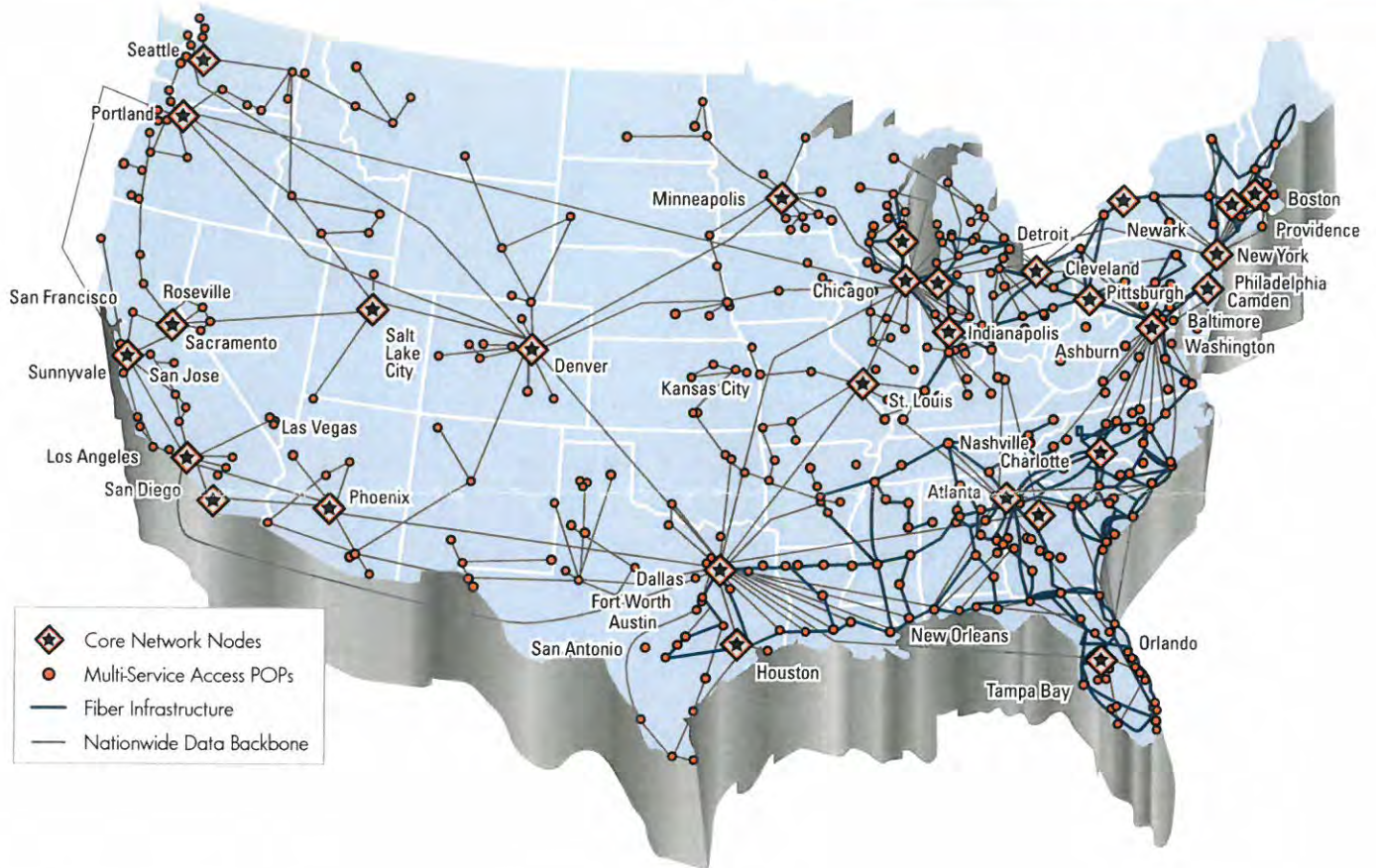
EarthLink Carrier™ Carrier Voice, Transport, Wholesale Solutions

EarthLink Consumer Internet Access, Web Hosting, Email, Value Added Services



*Pro-forma for convert redemption

NATIONWIDE IP NETWORK



NETWORK STATISTICS

- :: 28,800 route fiber miles
- :: 1,415 LEC colocations
- :: 90 metro fiber markets in 25 states
- :: 56 voice and data switches
- :: 4 secure data centers
- :: Ubiquitous IP coverage to 90% of the U.S.
- :: Nationwide IP footprint
- :: Access Agnostic Connectivity: T-1, DS3, DSL, Ethernet, Wireless

THE EARTHLINK EXPERIENCE

Customer service excellence is a core value at EarthLink. Reliable service and a personalized experience customers can trust have earned EarthLink an award-winning reputation. We support customers and monitor our network 24 hours a day, 7 days a week, providing peace of mind and rapid resolution. Our highly-trained teams are staffed with knowledgeable professionals and responsive, skilled technical consultants and account managers. EarthLink's state-of-the-art Network Operations Center (NOC) provides proactive network monitoring and fault resolution 24x7.

EarthLink's myLink™ customer control point unlocks a wealth of self-service account management, support, billing, reporting and service management features. With one-click navigation, this secure, centralized customer touch point is an on-demand gateway to client accounts. A video demo highlighting myLink's major features is available via earthlinkbusiness.com.



For more information visit us at www.earthlink.com

IT Operations & Security Assessment Topics

The following is a list of the areas that are covered in our typical IT Operations & Security Assessment:

Physical Security

- IT Department Access Controls
- Computer Room Access Controls
- Equipment Racks
- Electric Power
- Environmental Monitoring and Controls
- Fire Protection
- Network Cable Infrastructure
- Video Surveillance
- Document Disposal
- Obsolete Hard Drive and Media Disposal

Logical Security

- User Accounts
- Time Based Logon Restrictions
- Legal Information Logon Banners
- Last Logged In User Name
- Administrator Accounts
- Password Protected Screensavers
- Password Management Policy
- Account Lockout Policy

Servers and PCs

- Windows Servers and PCs
- Server and PC Inventory
- Software Licenses
- Patch Management Practices
- Security Event Logs
- Server and PC Configuration Change Management Practices
- Questionable Services
- Shared Hard Drives (Open Shares)
- Laptop & Remote User & Device Security

Network Infrastructure

- Network Documentation
- Maintenance and Support of Network Devices
- Remote Management of Network Devices
- Core Network Device Redundancy
- Network Switch and Firewall Security
- Network Configuration Change Management Practices
- Internet Connectivity
- Remote Access for End Users

IT Security Policies/Procedures/Practices

- IT Security Policy
- Acceptable Use Policy for IT Assets
- Acceptable Use Policy for Email
- Acceptable Use Policy for Internet Access
- Handheld Device Support Policy
- Business Continuity & Disaster Recovery Plan (BCDR)
- Emergency Evacuation Plan
- Strategic Plan
- CapEx and OpEx Budgets
- Goals and Objectives
- Alignment with Corporate Goals and Objectives
- Staffing Review

Internal Vulnerability Scanning

- End User Network Login Credentials
- Administrator Network Login Credential
- Server Patch Levels
- Server Security Event Log Settings
- Password Management Policy
- TCP/UDP Port Vulnerabilities

External Penetration Testing

- Brute Force Attack Vulnerabilities
- Man-in-the Middle Attack Vulnerabilities
- Cross-Site Scripting Attack Vulnerabilities
- Denial of Service Attack Vulnerabilities
- SQL Injection Attack Vulnerabilities
- TCP/UDP Open Port Vulnerabilities

File Backup and Recovery

- File Backup Procedures
- File Recovery Procedures
- Offsite Storage of Backup Files
- Backup File Retention Periods
- Testing Health of Backup Media

Wireless Security

- Identification of Wireless Access Points
- Rogue Wireless Access Points
- Wireless Access Point Authentication
- Wireless Access Point Encryption

Virus, Spyware, Spam and Intrusion Detection/Prevention

- Anti-Virus/Anti-Spyware Protection
- Email Spam and Content Filtering
- Internet Content Filtering
- Intrusion Detection/Prevention

Social Engineering

- Social Engineering Threats
- Spoofed Email Threats
- IT Security Awareness

Software Development and Maintenance

- Mission-Critical Applications
- IT Support Responsibilities
- Test and Production Environments
- Software Application Change and Update Procedures

Children's Hospital of Wisconsin Trims Help Desk Costs Substantially

Trusting After-Hours Service to EarthLink TechCare Enhances 24/7 Customer Care

"We were tenuous about moving our help desk but we took a leap of faith based on our interactions and history with the EarthLink staff and haven't been disappointed. EarthLink TechCare Analysts keep pace with our in-house team and get just as much positive feedback from customers."

—Jen Ehlers
IS Service Center Manager, Children's Hospital of Wisconsin



Challenges

The hospital needed to rein in the cost and management challenges of its after-hours help desk, but with more than 200 mostly custom medical applications to support, it doubted that an external team could do the job.

Solution

CHW's longstanding, positive relationship with EarthLink for network services opened the door to talks with EarthLink about their TechCare solution. The experienced Technical Analysts and major cost savings "sealed the deal."

Results

- **Lower costs** — The hospital reduces its help desk costs substantially.
- **Consistent service delivery** — The TechCare team supports approximately 200 CHW applications and maintains the same quality of service as the in-house, daytime group.
- **More detailed reporting** — The IS Service Center Manager is kept informed of the team's activities and the actions taken via detailed reports.



Business Challenges

When you run a high-stakes IT help desk for a children's hospital, it's tough to consider trusting it to someone else. But the increasing costs and management challenges of operating its after-hours help desk led Children's Hospital of Wisconsin (CHW) to look for another option.

Jen Ehlers, IS Service Center Manager, leads the 24/7 help desk serving 5,000 employees at CHW. The hospital network sees thousands of children in Wisconsin, Northern Illinois and in Michigan's Upper Peninsula through its hospitals, clinics and in-school nurses. CHW is consistently ranked among the top 10 children's hospitals nationwide.

The dedicated caregivers at CHW depend on a sophisticated technology infrastructure to diagnose and treat young patients. The electronic medical records application is tapped for every patient interaction, and caregivers rely on critical systems for needs such as radiology and prescriptions.

The CHW help desk, like the hospital, never closes. Overnight calls, though they may come hours apart, can be just as critical as daytime calls.

The cost of staffing the help desk on nights and weekends added up. CHW paid double time, and at times, on-call pay for the third shift. The hospital needed at least two people there at all times.

Outsourcing the help desk looked very attractive, but hospital management had serious doubts that an outside team could learn and support the hospital's more than 200 applications, most of which are custom.

"We provide customized service for practically every customer and we have a huge knowledge base to follow. We have no margin for error," said Jen Ehlers.

The Solution

CHW meticulously evaluated service providers to take over the after-hours service. Ehlers asked countless questions and toured facilities before choosing EarthLink's TechCare. The fact that CHW already had a positive experience with EarthLink for network and voice services made the difference. With EarthLink network services, the hospital saves a significant amount annually.

Why Children's Hospital of Wisconsin Selected EarthLink Business

"Visiting EarthLink's New York site sealed the deal. We saw the professionals and their dedication. Most have 15-20 years of experience."

"TechCare gets our customer service vision - we don't want our customers waiting."

CHW would also reduce its costs with TechCare, as well as maintain its high service levels.

"We chose EarthLink because of the relationship and trust level we had with the company and our account executive," Ehlers said. "Visiting EarthLink's New York site sealed the deal. We saw the professionals and their dedication. Most have 15-20 years of experience."

TechCare provides customized IT care for end users in a fully managed help desk solution. EarthLink plugs right into CHW's help desk workflow and knowledge base, even using the hospital's existing help desk applications.

For the transition, CHW's TechCare manager spent an intensive week learning as much as possible before returning to train his staff over several weeks. "When you look back on it, it was quite a phenomenal feat," Ehlers said. "We provided meticulous documentation and we all worked together to improve our shared knowledge. TechCare ramped up very quickly."

The TechCare team covers CHW's help desk from 7 p.m. to 7 a.m. daily and throughout the weekend. As requested, analysts follow the hospital's detailed knowledge base, and one that TechCare created to supplement it.

"TechCare analysts consult the knowledge base on every call and follow it to a T," Ehlers said. "That's a big priority for us. They also reach out appropriately and independently to the second tier."

But what most impresses Ehlers is that TechCare analysts resolve issues for so many applications that they have never even seen in person, including complex applications used for critical care situations.

The TechCare team provides detailed daily reports on call volume, open tickets and talk time that keep management continuously aware of after-hours activity. Now, they're in the process of setting up dashboards so everyone has a real-time view.

Positioned for the Future

EarthLink TechCare serves as a seamless part of CHW's own help desk, helping alleviate the after-hours service while keeping costs down.

"We honestly had doubts about moving our help desk but we took a leap of faith and haven't been disappointed," Ehlers said. "TechCare Analysts have told us that we are one of the most customized groups they have ever worked with, but they keep pace with our in-house team and get just as much positive feedback from customers. Our service is much better now."

With the move, CHW reduced its help desk staffing costs substantially. Moreover, TechCare gives Ehlers, as manager of the help desk, much-needed peace of mind during nights and weekends.

Ehlers values her longstanding relationship with EarthLink and her account executive in particular.

"I would say that EarthLink is one of the only vendors from which I don't dread a call," she said. "It's a good, professional relationship. I trust my account executive as much as I can trust anyone. When she says she'll deliver, she always follows through."

The Telehealth Network RFP will be scored as follows:

Date: _____

Request for Proposal: _____

Program Director/Administrator: _____

Proposal Evaluation

Proposals will be evaluated to ascertain which contract best meets the needs of the Association.
Proposals will be evaluated and ranked on the basis of the following criteria:

1. Project Understanding

Weight 10 Points

Proposal addresses the project in terms of the scope of work and substantive issues essential to proper execution of the work.

Circle Score: 1 2 3 4 5 6 7 8 9 10

2. Methodology

Weight 10 Points

Proposal includes a detail description of facilities and services to be provided and any constraints as to procedure, time, personnel, equipment, etc., that need to be communicated to the Health Corporation for use during contract negotiations. Includes an overview of the service provider's organization and processes that have bearing on proposed services.

Circle Score: 1 2 3 4 5 6 7 8 9 10

3. Design and Technical Execution

Weight 20 Points

Proposal includes information about the design's technical ability to provide an effective and cost-efficient telecommunication solution. Describes the make/model, software and capabilities of on-site and off-site equipment. Includes resources available to achieve the project, and any concepts or innovations in design that have proven effective in the past that would be applicable to this project. Identifies where similar installations are in place and the contact person and phone number for verification.

Technical Design 1 2 3 4 5

Equipment Capabilities 1 2 3 4 5

Resources 1 2 3 4 5

Innovations 1 2 3 4 5

Circle Total Score: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19

20

The Telehealth Network RFP will be scored as follows:

4. Services and Support (Technical)

Weight 15 Points

Proposal describes the Wide Area Network, Internet access, and application services provided. Identifies the service levels included in the WAN and Internet to include availability. The proposal outlines the type of support services available, which include - phone-based support, on-site support, hours of availability and technical approach.

Internet Access Service Levels 1 2 3 4 5

WAN Service Levels 1 2 3 4 5

Technical Support Services 1 2 3 4 5

Circle Total Score: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15

5. Experience

Weight 15 Points

Proposal demonstrates the provider's ability to delivery comparable services to similarly sized customers with parallel needs.

Circle Total Score: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15

6. Proposed Staff qualifications and Experience

Weight 15 Points

Information provided includes at minimum a resume of key personnel having major responsibilities of performance of the services required. Individual's professional registration (as applicable) is demonstrated.

Circle Total Score: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15

7. Proposed Installation and Operational Delivery

Weight 20 Points

Proposal defines the operational delivery as the date of acceptance of the proposed service, whether in whole or in part for a particular site.

Circle Total Score: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17

18 19 20

The Telehealth Network RFP will be scored as follows:

8. Charges/cost to Include

Weight 30 Points

Evaluate the monthly recurring and non-recurring charges and installation fees. Determine the flexibility of the contractor to provide services at the estimated RHCD subsidized level for the portion of the funding year prior to the actual receipt of approved RHCD funding commitments.

Total monthly recurring charges	1	2	3	4	5	6	7	8	9	10	
Total Installation costs	1	2	3	4	5	6	7	8	9	10	
Percent of total monthly recurring charges to be subsidized by the contractor prior to receipt of RHCD funding commitments.	1	2	3	4	5						
Other Charges	1	2	3	4	5						

Circle Total Score: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20
 21 22 23 24 25 26 27 28 29 30

9. Billing Statements

Weight 5 Points


Proposal clarifies invoicing and availability of single point of contact for billing issues. Ensure the willingness of contractor to provide discounted billing. A copy of the proposed invoice is required.

Circle Total Score: 1 2 3 4 5

TOTAL: _____

The bidder with the highest point total, based on Maniilaq review of the proposals, will win the right to negotiate with Maniilaq for the contract. If Maniilaq is unable to come to contract terms with the vendor that has highest point total, then the proposer with the next highest point total will be offered to negotiate and so on, until a contract is successfully concluded.

INTEROFFICE MEMORANDUM

TO: TIMOTHY SCHUERCH, PRESIDENT/CEO
FROM: CHRISTINA HENSLEY, INTERIM CIO 
SUBJECT: RHC # 108010
DATE: JANUARY 28, 2015
CC: ELIZABETH HENSLEY, GENERAL COUNSEL

A review of the FCC Form 465 was conducted following with the evaluation of bids received. Maniilaq Association had received (2) two bids, one from EarthLink Business, and the other from GCI Communications Corp.

This review process has taken some time due to the changes in Administration within the Information Technology (IT) department, and I want to thank you for your patience and allowing us enough time to do a thorough appraisal.

Here is a brief analysis of each bid for your information and how we have come to our recommendation:

EarthLink's proposal, dated September 2, 2014, was reviewed and analyzed against our service request. Unfortunately, their capabilities and services are not a match for our requested terrestrial services at this time. To further investigate what EarthLink can offer a telephone discussion between Warren Whitmore, Maniilaq Health Information Technology Director, and Russell Jewell, EarthLink Senior Account Rep. was held where Mr. Jewell elaborated on what their current services are. The outcome of this was that an extensive research and build out would be necessary by EarthLink before their company could provide terrestrial services to our region.

GCI Communications Corp. proposal, dated November 6, 2014, was reviewed and analyzed against our service request. GCI's ability to support the quality of connection needed via terrestrial services for Maniilaq Medical Center are more in line with our vision of a next-generation terrestrial communications network for Maniilaq's service areas.

It is with great pleasure that our IT department is recommending GCI Communications Corp. to you as our successor in the RHC #108010 bid for Terrestrial Services for Maniilaq Medical Center.

We sincerely thank you for your time and continued support.

Quyaana!

ATTACHMENT 16

From: rhc-assist@usac.org
To: [Vivian Shellabarger](#); [Christina Hensley](#); [Chad Sheldon](#); aburr@gci.com; [Warren Whitmore](#)
Subject: RHC Telecommunications Program - FCC Form 466 - Denial Notice - HCP # 10249
Date: Friday, November 30, 2018 11:32:58 AM

Date: 30-Nov-2018
Program: Telecommunications Program
Funding Year: 2017
Health Care Provider (HCP) Name: Maniilaq Association - Kiana Clinic
HCP Number: 10249
Funding Request Number (FRN): 1720860
FCC Form 465 Application Number: 43159648

The Universal Service Administrative Company (USAC)'s Rural Health Care (RHC) Program reviewed the FCC Form 466 (Funding Request and Certification Form) and supporting documentation submitted by the HCP referenced above. Based on the information provided, USAC is unable to provide support for the following reason(s):

1. On Nov. 3., 2017 USAC sent an information request asking the HCP to submit all bids received during the competitive bidding process that occurred as a result of posting FCC Form 465 43159648. The applicant submitted documentation concerning the number of bids received for this FRN. Based on the documentation, the number of bids received differed from what was indicated in the original Form 466 filed on April 19, 2016. Bids that were received for this funding year were not disclosed nor submitted with the original funding request. Therefore, the competitive bidding process was tainted. Since the original Form 466 was incomplete, the HCP's selection of GCI Communication Corp. as the service provider was not the result of a fair and open competitive bidding process. All bids received were not disclosed thus violating the Federal Communications Commission's (FCC or Commission) rule 54.603(b)(4).

Service Provider Name: GCI Communication Corp
Service Provider Identification Number (SPIN): 143001199

Next Steps

To appeal this decision, deliver a letter of appeal to USAC within 60 days of the date of this letter. Detailed instructions for filing appeals are available at:
<http://www.usac.org/about/about/program-integrity/appeals.aspx>.

For More Information

Please do not reply directly to this email, as emails to this account will not be delivered to the RHC Program team. For questions or assistance, contact the Rural Health Care Program Help Desk at (800)-453-1546 or by email at RHC-Assist@usac.org.

For more information about the Telecommunications Program application process, refer to the Telecom Program Getting Started web page at
<http://www.usac.org/rhc/telecommunications/process-overview/default.aspx/>.

For more information about the FCC Form 466, visit the Telecommunications Program Forms web page at <http://www.usac.org/rhc/telecommunications/tools/forms/>.

The HCP mailing contact, all account holders related to this circuit, the contact at the HCP's physical location have been copied on this email. In addition, a copy of this letter has been sent to the entity identified above as your selected telecommunications carrier.

From: rhc-assist@usac.org
To: [Vivian Shellabarger](#); [Christina Hensley](#); [Chad Sheldon](#); aburr@gci.com; [Warren Whitmore](#)
Subject: RHC Telecommunications Program - FCC Form 466 - Denial Notice - HCP # 10249
Date: Friday, November 30, 2018 11:35:05 AM

Date: 30-Nov-2018
Program: Telecommunications Program
Funding Year: 2017
Health Care Provider (HCP) Name: Maniilaq Association - Kiana Clinic
HCP Number: 10249
Funding Request Number (FRN): 1720857
FCC Form 465 Application Number: 43159648

The Universal Service Administrative Company (USAC)'s Rural Health Care (RHC) Program reviewed the FCC Form 466 (Funding Request and Certification Form) and supporting documentation submitted by the HCP referenced above. Based on the information provided, USAC is unable to provide support for the following reason(s):

1. On Nov. 3., 2017 USAC sent an information request asking the HCP to submit all bids received during the competitive bidding process that occurred as a result of posting FCC Form 465 43159648. The applicant submitted documentation concerning the number of bids received for this FRN. Based on the documentation, the number of bids received differed from what was indicated in the original Form 466 filed on April 19, 2016. Bids that were received for this funding year were not disclosed nor submitted with the original funding request. Therefore, the competitive bidding process was tainted. Since the original Form 466 was incomplete, the HCP's selection of GCI Communication Corp. as the service provider was not the result of a fair and open competitive bidding process. All bids received were not disclosed thus violating the Federal Communications Commission's (FCC or Commission) rule 54.603(b)(4).

Service Provider Name: GCI Communication Corp
Service Provider Identification Number (SPIN): 143001199

Next Steps

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For more information about the FCC Form 466, visit the Telecommunications Program Forms web page at <http://www.usac.org/rhc/telecommunications/tools/forms/>.

The HCP mailing contact, all account holders related to this circuit, the contact at the HCP's physical location have been copied on this email. In addition, a copy of this letter has been sent to the entity identified above as your selected telecommunications carrier.

From: rhc-assist@usac.org
To: [Christina Hensley](#); [Chad Sheldon](#); aburr@gci.com; esmith@maniilaq.org; [Warren Whitmore](#)
Subject: RHC Telecommunications Program - FCC Form 466 - Denial Notice - HCP # 10810
Date: Friday, November 30, 2018 11:33:49 AM

Date: 30-Nov-2018
Program: Telecommunications Program
Funding Year: 2017
Health Care Provider (HCP) Name: Maniilaq Medical Center
HCP Number: 10810
Funding Request Number (FRN): 1720847
FCC Form 465 Application Number: 43147160

The Universal Service Administrative Company (USAC)'s Rural Health Care (RHC) Program reviewed the FCC Form 466 (Funding Request and Certification Form) and supporting documentation submitted by the HCP referenced above. Based on the information provided, USAC is unable to provide support for the following reason(s):

1. On Nov. 3., 2017 USAC sent an information request asking the HCP to submit all bids received during the competitive bidding process that occurred as a result of posting FCC Form 465 43147160. The applicant submitted documentation concerning the number of bids received for this FRN. Based on the documentation, the number of bids received differed from what was indicated in the original Form 466 filed on April 10, 2015. Bids that were received for this funding year were not disclosed nor submitted with the original funding request. Therefore, the competitive bidding process was tainted. Since the original Form 466 was incomplete, the HCP's selection of GCI Communication Corp. as the service provider was not the result of a fair and open competitive bidding process. All bids received were not disclosed thus violating the Federal Communications Commission's (FCC or Commission) rule 54.603(b)(4).

Service Provider Name: GCI Communication Corp
Service Provider Identification Number (SPIN): 143001199

Next Steps

To appeal this decision, deliver a letter of appeal to USAC within 60 days of the date of this letter. Detailed instructions for filing appeals are available at:
<http://www.usac.org/about/about/program-integrity/appeals.aspx>.

For More Information

Please do not reply directly to this email, as emails to this account will not be delivered to the RHC Program team. For questions or assistance, contact the Rural Health Care Program Help Desk at (800)-453-1546 or by email at RHC-Assist@usac.org.

For more information about the Telecommunications Program application process, refer to the Telecom Program Getting Started web page at
<http://www.usac.org/rhc/telecommunications/process-overview/default.aspx/>.

For more information about the FCC Form 466, visit the Telecommunications Program Forms web page at <http://www.usac.org/rhc/telecommunications/tools/forms/>.

The HCP mailing contact, all account holders related to this circuit, the contact at the HCP's physical location have been copied on this email. In addition, a copy of this letter has been sent to the entity identified above as your selected telecommunications carrier.

From: rhc-assist@usac.org
To: [Christina Hensley](#); [Chad Sheldon](#); aburr@gci.com; esmith@maniilaq.org; [Warren Whitmore](#)
Subject: RHC Telecommunications Program - FCC Form 466 - Denial Notice - HCP # 10810
Date: Friday, November 30, 2018 11:33:01 AM

Date: 30-Nov-2018
Program: Telecommunications Program
Funding Year: 2017
Health Care Provider (HCP) Name: Maniilaq Medical Center
HCP Number: 10810
Funding Request Number (FRN): 1727453
FCC Form 465 Application Number: 43147160

The Universal Service Administrative Company (USAC)'s Rural Health Care (RHC) Program reviewed the FCC Form 466 (Funding Request and Certification Form) and supporting documentation submitted by the HCP referenced above. Based on the information provided, USAC is unable to provide support for the following reason(s):

1. On Nov. 3., 2017 USAC sent an information request asking the HCP to submit all bids received during the competitive bidding process that occurred as a result of posting FCC Form 465 43147160. The applicant submitted documentation concerning the number of bids received for this FRN. Based on the documentation, the number of bids received differed from what was indicated in the original Form 466 filed on June 12, 2015. Bids that were received for this funding year were not disclosed nor submitted with the original funding request. Therefore, the competitive bidding process was tainted. Since the original Form 466 was incomplete, the HCP's selection of GCI Communication Corp. as the service provider was not the result of a fair and open competitive bidding process. All bids received were not disclosed thus violating the Federal Communications Commission's (FCC or Commission) rule 54.603(b)(4).

Service Provider Name: GCI Communication Corp
Service Provider Identification Number (SPIN): 143001199

Next Steps

To appeal this decision, deliver a letter of appeal to USAC within 60 days of the date of this letter. Detailed instructions for filing appeals are available at:
<http://www.usac.org/about/about/program-integrity/appeals.aspx>.

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<http://www.usac.org/rhc/telecommunications/process-overview/default.aspx/>.

For more information about the FCC Form 466, visit the Telecommunications Program Forms web page at <http://www.usac.org/rhc/telecommunications/tools/forms/>.

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From: rhc-assist@usac.org
To: [Christina Hensley](#); [Chad Sheldon](#); aburr@gci.com; esmith@maniilaq.org; [Warren Whitmore](#)
Subject: RHC Telecommunications Program - FCC Form 466 - Denial Notice - HCP # 10810
Date: Friday, November 30, 2018 11:33:54 AM

Date: 30-Nov-2018
Program: Telecommunications Program
Funding Year: 2017
Health Care Provider (HCP) Name: Maniilaq Medical Center
HCP Number: 10810
Funding Request Number (FRN): 1720870
FCC Form 465 Application Number: 43142405

The Universal Service Administrative Company (USAC)'s Rural Health Care (RHC) Program reviewed the FCC Form 466 (Funding Request and Certification Form) and supporting documentation submitted by the HCP referenced above. Based on the information provided, USAC is unable to provide support for the following reason(s):

1. On Nov. 3, 017 USAC sent an information request notice asking the HCP to submit all bids received during the competitive bidding process with a narrative describing the competitive bidding process. The contract associated with this FRN was signed in February 2016 but the bids referenced in the narrative and the bid evaluation provided in the applicant's response are dated in 2014 and 2015. Responses to USAC's information request failed to provide evidence that a competitive bidding process was executed and the documents submitted to support the competitive bidding process are not from the funding year. The HCP's selection of GCI Communication Corp. as the service provider for the FRN was not the result of a fair and open competitive bidding process. All bids received were not disclosed correctly thus violating the Federal Communications Commission's (FCC or Commission) rule 54.603(b) (4).

Service Provider Name: GCI Communication Corp
Service Provider Identification Number (SPIN): 143001199

Next Steps

To appeal this decision, deliver a letter of appeal to USAC within 60 days of the date of this letter. Detailed instructions for filing appeals are available at:
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From: rhc-assist@usac.org
To: [Christina Hensley](#); [Emily Downey](#); [Chad Sheldon](#); aburr@gci.com; [Warren Whitmore](#)
Subject: RHC Telecommunications Program - FCC Form 466 - Denial Notice - HCP # 10811
Date: Friday, November 30, 2018 11:33:58 AM

Date: 30-Nov-2018
Program: Telecommunications Program
Funding Year: 2017
Health Care Provider (HCP) Name: Ambler Clinic
HCP Number: 10811
Funding Request Number (FRN): 1714957
FCC Form 465 Application Number: 43159665

The Universal Service Administrative Company (USAC)'s Rural Health Care (RHC) Program reviewed the FCC Form 466 (Funding Request and Certification Form) and supporting documentation submitted by the HCP referenced above. Based on the information provided, USAC is unable to provide support for the following reason(s):

1. On Nov. 3, 2017 USAC sent an information request asking the HCP to submit all bids received during the competitive bidding process with a narrative describing the competitive bidding process. The contract associated with this FRN was signed in February 2016 but the bids referenced in the narrative and the bid evaluation provided in the applicant's response are dated in 2014 and 2015. Responses to USAC's information request failed to provide evidence that a competitive bidding process was executed and the documents submitted to support the competitive bidding process are not from the funding year. The HCP's selection of GCI Communication Corp. as the service provider for the FRN was not the result of a fair and open competitive bidding process. All bids received were not disclosed correctly thus violating the Federal Communications Commission's (FCC or Commission) rule 54.603(b) (4).

Service Provider Name: GCI Communication Corp
Service Provider Identification Number (SPIN): 143001199

Next Steps

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<http://www.usac.org/about/about-program-integrity/appeals.aspx>.

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<http://www.usac.org/rhc/telecommunications/process-overview/default.aspx/>.

For more information about the FCC Form 466, visit the Telecommunications Program Forms web page at <http://www.usac.org/rhc/telecommunications/tools/forms/>.

The HCP mailing contact, all account holders related to this circuit, the contact at the HCP's physical location have been copied on this email. In addition, a copy of this letter has been sent to the entity identified above as your selected telecommunications carrier.

From: rhc-assist@usac.org
To: [Christina Hensley](#); [Chad Sheldon](#); aburr@gci.com; [Warren Whitmore](#)
Subject: RHC Telecommunications Program - FCC Form 466 - Denial Notice - HCP # 10812
Date: Friday, November 30, 2018 11:33:49 AM

Date: 30-Nov-2018
Program: Telecommunications Program
Funding Year: 2017
Health Care Provider (HCP) Name: Buckland Clinic
HCP Number: 10812
Funding Request Number (FRN): 1720849
FCC Form 465 Application Number: 43159666

The Universal Service Administrative Company (USAC)'s Rural Health Care (RHC) Program reviewed the FCC Form 466 (Funding Request and Certification Form) and supporting documentation submitted by the HCP referenced above. Based on the information provided, USAC is unable to provide support for the following reason(s):

1. On Nov. 3, 2017 USAC sent an information request asking the HCP to submit all bids received during the competitive bidding process with a narrative describing the competitive bidding process. The contract associated with this FRN was signed in February 2016 but the bids referenced in the narrative and the bid evaluation provided in the applicant's response are dated in 2014 and 2015. Responses to USAC's information request failed to provide evidence that a competitive bidding process was executed and the documents submitted to support the competitive bidding process are not from the funding year. The HCP's selection of GCI Communication Corp. as the service provider for the FRN was not the result of a fair and open competitive bidding process. All bids received were not disclosed correctly thus violating the Federal Communications Commission's (FCC or Commission) rule 54.603(b)(4).

Service Provider Name: GCI Communication Corp
Service Provider Identification Number (SPIN): 143001199

Next Steps

To appeal this decision, deliver a letter of appeal to USAC within 60 days of the date of this letter. Detailed instructions for filing appeals are available at:
<http://www.usac.org/about/about-program-integrity/appeals.aspx>.

For More Information

Please do not reply directly to this email, as emails to this account will not be delivered to the RHC Program team. For questions or assistance, contact the Rural Health Care Program Help Desk at (800)-453-1546 or by email at RHC-Assist@usac.org.

For more information about the Telecommunications Program application process, refer to the Telecom Program Getting Started web page at
<http://www.usac.org/rhc/telecommunications/process-overview/default.aspx/>.

For more information about the FCC Form 466, visit the Telecommunications Program Forms web page at <http://www.usac.org/rhc/telecommunications/tools/forms/>.

The HCP mailing contact, all account holders related to this circuit, the contact at the HCP's physical location have been copied on this email. In addition, a copy of this letter has been sent to the entity identified above as your selected telecommunications carrier.

From: rhc-assist@usac.org
To: [Christina Hensley](#); [Chad Sheldon](#); aburr@gci.com; [Dorcas Moto](#); [Warren Whitmore](#)
Subject: RHC Telecommunications Program - FCC Form 466 - Denial Notice - HCP # 10813
Date: Friday, November 30, 2018 11:34:17 AM

Date: 30-Nov-2018
Program: Telecommunications Program
Funding Year: 2017
Health Care Provider (HCP) Name: Deering Clinic
HCP Number: 10813
Funding Request Number (FRN): 1714995
FCC Form 465 Application Number: 43159663

The Universal Service Administrative Company (USAC)'s Rural Health Care (RHC) Program reviewed the FCC Form 466 (Funding Request and Certification Form) and supporting documentation submitted by the HCP referenced above. Based on the information provided, USAC is unable to provide support for the following reason(s):

1. On Nov. 3, 2017 USAC sent an information request asking the HCP to submit all bids received during the competitive bidding process with a narrative describing the competitive bidding process. The contract associated with this FRN was signed in February 2016 but the bids referenced in the narrative and the bid evaluation provided in the applicant's response are dated in 2014 and 2015. Responses to USAC's information request failed to provide evidence that a competitive bidding process was executed and the documents submitted to support the competitive bidding process are not from the funding year. The HCP's selection of GCI Communication Corp. as the service provider for the FRN was not the result of a fair and open competitive bidding process. All bids received were not disclosed correctly thus violating the Federal Communications Commission's (FCC or Commission) rule 54.603(b) (4).

Service Provider Name: GCI Communication Corp
Service Provider Identification Number (SPIN): 143001199

Next Steps

To appeal this decision, deliver a letter of appeal to USAC within 60 days of the date of this letter. Detailed instructions for filing appeals are available at:
<http://www.usac.org/about/about/program-integrity/appeals.aspx>.

For More Information

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For more information about the Telecommunications Program application process, refer to the Telecom Program Getting Started web page at
<http://www.usac.org/rhc/telecommunications/process-overview/default.aspx/>.

For more information about the FCC Form 466, visit the Telecommunications Program Forms web page at <http://www.usac.org/rhc/telecommunications/tools/forms/>.

The HCP mailing contact, all account holders related to this circuit, the contact at the HCP's physical location have been copied on this email. In addition, a copy of this letter has been sent to the entity identified above as your selected telecommunications carrier.

From: rhc-assist@usac.org
To: [Christina Hensley](#); [Isabelle K. Booth](#); [Chad Sheldon](#); aburr@gci.com; [Warren Whitmore](#)
Subject: RHC Telecommunications Program - FCC Form 466 - Denial Notice - HCP # 10814
Date: Friday, November 30, 2018 11:33:50 AM

Date: 30-Nov-2018
Program: Telecommunications Program
Funding Year: 2017
Health Care Provider (HCP) Name: Kivalina Clinic
HCP Number: 10814
Funding Request Number (FRN): 1714996
FCC Form 465 Application Number: 43159667

The Universal Service Administrative Company (USAC)'s Rural Health Care (RHC) Program reviewed the FCC Form 466 (Funding Request and Certification Form) and supporting documentation submitted by the HCP referenced above. Based on the information provided, USAC is unable to provide support for the following reason(s):

1. On Nov. 3, 2017 USAC sent an information request asking the HCP to submit all bids received during the competitive bidding process with a narrative describing the competitive bidding process. The contract associated with this FRN was signed in February 2016 but the bids referenced in the narrative and the bid evaluation provided in the applicant's response are dated in 2014 and 2015. Responses to USAC's information request failed to provide evidence that a competitive bidding process was executed and the documents submitted to support the competitive bidding process are not from the funding year. The HCP's selection of GCI Communication Corp. as the service provider for the FRN was not the result of a fair and open competitive bidding process. All bids received were not disclosed correctly thus violating the Federal Communications Commission's (FCC or Commission) rule 54.603(b)(4).

Service Provider Name: GCI Communication Corp
Service Provider Identification Number (SPIN): 143001199

Next Steps

To appeal this decision, deliver a letter of appeal to USAC within 60 days of the date of this letter. Detailed instructions for filing appeals are available at:
<http://www.usac.org/about/about-program-integrity/appeals.aspx>.

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<http://www.usac.org/rhc/telecommunications/process-overview/default.aspx/>.

For more information about the FCC Form 466, visit the Telecommunications Program Forms web page at <http://www.usac.org/rhc/telecommunications/tools/forms/>.

The HCP mailing contact, all account holders related to this circuit, the contact at the HCP's physical location have been copied on this email. In addition, a copy of this letter has been sent to the entity identified above as your selected telecommunications carrier.

From: rhc-assist@usac.org
To: [Christina Hensley](#); [Chad Sheldon](#); aburr@gci.com; [Loretta Garfield](#); [Warren Whitmore](#)
Subject: RHC Telecommunications Program - FCC Form 466 - Denial Notice - HCP # 10815
Date: Friday, November 30, 2018 11:35:16 AM

Date: 30-Nov-2018
Program: Telecommunications Program
Funding Year: 2017
Health Care Provider (HCP) Name: Kobuk Clinic
HCP Number: 10815
Funding Request Number (FRN): 1714997
FCC Form 465 Application Number: 43159668

The Universal Service Administrative Company (USAC)'s Rural Health Care (RHC) Program reviewed the FCC Form 466 (Funding Request and Certification Form) and supporting documentation submitted by the HCP referenced above. Based on the information provided, USAC is unable to provide support for the following reason(s):

1. On Nov. 3, 2017 USAC sent an information request asking the HCP to submit all bids received during the competitive bidding process with a narrative describing the competitive bidding process. The contract associated with this FRN was signed in February 2016 but the bids referenced in the narrative and the bid evaluation provided in the applicant's response are dated in 2014 and 2015. Responses to USAC's information request failed to provide evidence that a competitive bidding process was executed and the documents submitted to support the competitive bidding process are not from the funding year. The HCP's selection of GCI Communication Corp. as the service provider for the FRN was not the result of a fair and open competitive bidding process. All bids received were not disclosed correctly thus violating the Federal Communications Commission's (FCC or Commission) rule 54.603(b)(4).

Service Provider Name: GCI Communication Corp
Service Provider Identification Number (SPIN): 143001199

Next Steps

To appeal this decision, deliver a letter of appeal to USAC within 60 days of the date of this letter. Detailed instructions for filing appeals are available at:
<http://www.usac.org/about/about/program-integrity/appeals.aspx>.

For More Information

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For more information about the Telecommunications Program application process, refer to the Telecom Program Getting Started web page at
<http://www.usac.org/rhc/telecommunications/process-overview/default.aspx/>.

For more information about the FCC Form 466, visit the Telecommunications Program Forms web page at <http://www.usac.org/rhc/telecommunications/tools/forms/>.

The HCP mailing contact, all account holders related to this circuit, the contact at the HCP's physical location have been copied on this email. In addition, a copy of this letter has been sent to the entity identified above as your selected telecommunications carrier.

From: rhc-assist@usac.org
To: [Christina Hensley](#); [Chad Sheldon](#); aburr@gci.com; [Warren Whitmore](#); linda.burns@maniilaq.org
Subject: RHC Telecommunications Program - FCC Form 466 - Denial Notice - HCP # 10816
Date: Friday, November 30, 2018 11:33:50 AM

Date: 30-Nov-2018
Program: Telecommunications Program
Funding Year: 2017
Health Care Provider (HCP) Name: Noatak Clinic
HCP Number: 10816
Funding Request Number (FRN): 1720862
FCC Form 465 Application Number: 43159669

The Universal Service Administrative Company (USAC)'s Rural Health Care (RHC) Program reviewed the FCC Form 466 (Funding Request and Certification Form) and supporting documentation submitted by the HCP referenced above. Based on the information provided, USAC is unable to provide support for the following reason(s):

1. On Nov. 3, 2017 USAC sent an information request asking the HCP to submit all bids received during the competitive bidding process with a narrative describing the competitive bidding process. The contract associated with this FRN was signed in February 2016 but the bids referenced in the narrative and the bid evaluation provided in the applicant's response are dated in 2014 and 2015. Responses to USAC's information request failed to provide evidence that a competitive bidding process was executed and the documents submitted to support the competitive bidding process are not from the funding year. The HCP's selection of GCI Communication Corp. as the service provider for the FRN was not the result of a fair and open competitive bidding process. All bids received were not disclosed correctly thus violating the Federal Communications Commission's (FCC or Commission) rule 54.603(b) (4).

Service Provider Name: GCI Communication Corp
Service Provider Identification Number (SPIN): 143001199

Next Steps

To appeal this decision, deliver a letter of appeal to USAC within 60 days of the date of this letter. Detailed instructions for filing appeals are available at:
<http://www.usac.org/about/about/program-integrity/appeals.aspx>.

For More Information

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For more information about the Telecommunications Program application process, refer to the Telecom Program Getting Started web page at
<http://www.usac.org/rhc/telecommunications/process-overview/default.aspx/>.

For more information about the FCC Form 466, visit the Telecommunications Program Forms web page at <http://www.usac.org/rhc/telecommunications/tools/forms/>.

The HCP mailing contact, all account holders related to this circuit, the contact at the HCP's physical location have been copied on this email. In addition, a copy of this letter has been sent to the entity identified above as your selected telecommunications carrier.

From: rhc-assist@usac.org
To: [Christina Hensley](#); [Chad Sheldon](#); aburr@gci.com; [Warren Whitmore](#); linda.burns@maniilaq.org
Subject: RHC Telecommunications Program - FCC Form 466 - Denial Notice - HCP # 10816
Date: Friday, November 30, 2018 11:33:53 AM

Date: 30-Nov-2018
Program: Telecommunications Program
Funding Year: 2017
Health Care Provider (HCP) Name: Noatak Clinic
HCP Number: 10816
Funding Request Number (FRN): 1720861
FCC Form 465 Application Number: 43159669

The Universal Service Administrative Company (USAC)'s Rural Health Care (RHC) Program reviewed the FCC Form 466 (Funding Request and Certification Form) and supporting documentation submitted by the HCP referenced above. Based on the information provided, USAC is unable to provide support for the following reason(s):

1. On Nov. 3, 2017 USAC sent an information request asking the HCP to submit all bids received during the competitive bidding process with a narrative describing the competitive bidding process. The contract associated with this FRN was signed in February 2016 but the bids referenced in the narrative and the bid evaluation provided in the applicant's response are dated in 2014 and 2015. Responses to USAC's information request failed to provide evidence that a competitive bidding process was executed and the documents submitted to support the competitive bidding process are not from the funding year. The HCP's selection of GCI Communication Corp. as the service provider for the FRN was not the result of a fair and open competitive bidding process. All bids received were not disclosed correctly thus violating the Federal Communications Commission's (FCC or Commission) rule 54.603(b) (4).

Service Provider Name: GCI Communication Corp
Service Provider Identification Number (SPIN): 143001199

Next Steps

To appeal this decision, deliver a letter of appeal to USAC within 60 days of the date of this letter. Detailed instructions for filing appeals are available at:
<http://www.usac.org/about/about/program-integrity/appeals.aspx>.

For More Information

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For more information about the Telecommunications Program application process, refer to the Telecom Program Getting Started web page at
<http://www.usac.org/rhc/telecommunications/process-overview/default.aspx/>.

For more information about the FCC Form 466, visit the Telecommunications Program Forms web page at <http://www.usac.org/rhc/telecommunications/tools/forms/>.

The HCP mailing contact, all account holders related to this circuit, the contact at the HCP's physical location have been copied on this email. In addition, a copy of this letter has been sent to the entity identified above as your selected telecommunications carrier.

From: rhc-assist@usac.org
To: [Christina Hensley](#); [Chad Sheldon](#); aburr@gci.com; [Kathleen Tebbits](#); [Warren Whitmore](#)
Subject: RHC Telecommunications Program - FCC Form 466 - Denial Notice - HCP # 10817
Date: Friday, November 30, 2018 11:33:56 AM

Date: 30-Nov-2018
Program: Telecommunications Program
Funding Year: 2017
Health Care Provider (HCP) Name: Noorvik Clinic
HCP Number: 10817
Funding Request Number (FRN): 1720854
FCC Form 465 Application Number: 43159646

The Universal Service Administrative Company (USAC)'s Rural Health Care (RHC) Program reviewed the FCC Form 466 (Funding Request and Certification Form) and supporting documentation submitted by the HCP referenced above. Based on the information provided, USAC is unable to provide support for the following reason(s):

1. On Nov. 3, 2017 USAC sent an information request asking the HCP to submit all bids received during the competitive bidding process with a narrative describing the competitive bidding process. The contract associated with this FRN was signed in February 2016 but the bids referenced in the narrative and the bid evaluation provided in the applicant's response are dated in 2014 and 2015. Responses to USAC's information request failed to provide evidence that a competitive bidding process was executed and the documents submitted to support the competitive bidding process are not from the funding year. The HCP's selection of GCI Communication Corp. as the service provider for the FRN was not the result of a fair and open competitive bidding process. All bids received were not disclosed correctly thus violating the Federal Communications Commission's (FCC or Commission) rule 54.603(b) (4).

Service Provider Name: GCI Communication Corp
Service Provider Identification Number (SPIN): 143001199

Next Steps

To appeal this decision, deliver a letter of appeal to USAC within 60 days of the date of this letter. Detailed instructions for filing appeals are available at:
<http://www.usac.org/about/about/program-integrity/appeals.aspx>.

For More Information

Please do not reply directly to this email, as emails to this account will not be delivered to the RHC Program team. For questions or assistance, contact the Rural Health Care Program Help Desk at (800)-453-1546 or by email at RHC-Assist@usac.org.

For more information about the Telecommunications Program application process, refer to the Telecom Program Getting Started web page at
<http://www.usac.org/rhc/telecommunications/process-overview/default.aspx/>.

For more information about the FCC Form 466, visit the Telecommunications Program Forms web page at <http://www.usac.org/rhc/telecommunications/tools/forms/>.

The HCP mailing contact, all account holders related to this circuit, the contact at the HCP's physical location have been copied on this email. In addition, a copy of this letter has been sent to the entity identified above as your selected telecommunications carrier.

From: rhc-assist@usac.org
To: [Christina Hensley](#); [Chad Sheldon](#); aburr@gci.com; [Warren Whitmore](#); [Natasha Cannon](#)
Subject: RHC Telecommunications Program - FCC Form 466 - Denial Notice - HCP # 10818
Date: Friday, November 30, 2018 11:33:03 AM

Date: 30-Nov-2018
Program: Telecommunications Program
Funding Year: 2017
Health Care Provider (HCP) Name: Point Hope Clinic
HCP Number: 10818
Funding Request Number (FRN): 1715126
FCC Form 465 Application Number: 43159670

The Universal Service Administrative Company (USAC)'s Rural Health Care (RHC) Program reviewed the FCC Form 466 (Funding Request and Certification Form) and supporting documentation submitted by the HCP referenced above. Based on the information provided, USAC is unable to provide support for the following reason(s):

1. On Nov. 3, 2017 USAC sent an information request asking the HCP to submit all bids received during the competitive bidding process with a narrative describing the competitive bidding process. The contract associated with this FRN was signed in February 2016 but the bids referenced in the narrative and the bid evaluation provided in the applicant's response are dated in 2014 and 2015. Responses to USAC's information request failed to provide evidence that a competitive bidding process was executed and the documents submitted to support the competitive bidding process are not from the funding year. The HCP's selection of GCI Communication Corp. as the service provider for the FRN was not the result of a fair and open competitive bidding process. All bids received were not disclosed correctly thus violating the Federal Communications Commission's (FCC or Commission) rule 54.603(b) (4).

Service Provider Name: GCI Communication Corp
Service Provider Identification Number (SPIN): 143001199

Next Steps

To appeal this decision, deliver a letter of appeal to USAC within 60 days of the date of this letter. Detailed instructions for filing appeals are available at:
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<http://www.usac.org/rhc/telecommunications/process-overview/default.aspx/>.

For more information about the FCC Form 466, visit the Telecommunications Program Forms web page at <http://www.usac.org/rhc/telecommunications/tools/forms/>.

The HCP mailing contact, all account holders related to this circuit, the contact at the HCP's physical location have been copied on this email. In addition, a copy of this letter has been sent to the entity identified above as your selected telecommunications carrier.

From: rhc-assist@usac.org
To: [Krystal Ballot](#); [Christina Hensley](#); [Chad Sheldon](#); aburr@gci.com; [Warren Whitmore](#)
Subject: RHC Telecommunications Program - FCC Form 466 - Denial Notice - HCP # 10819
Date: Friday, November 30, 2018 11:45:12 AM

Date: 30-Nov-2018
Program: Telecommunications Program
Funding Year: 2017
Health Care Provider (HCP) Name: Selawik Clinic
HCP Number: 10819
Funding Request Number (FRN): 1720855
FCC Form 465 Application Number: 43159671

The Universal Service Administrative Company (USAC)'s Rural Health Care (RHC) Program reviewed the FCC Form 466 (Funding Request and Certification Form) and supporting documentation submitted by the HCP referenced above. Based on the information provided, USAC is unable to provide support for the following reason(s):

1. On Nov. 3, 2017 USAC sent an information request asking the HCP to submit all bids received during the competitive bidding process with a narrative describing the competitive bidding process. The contract associated with this FRN was signed in February 2016 but the bids referenced in the narrative and the bid evaluation provided in the applicant's response are dated in 2014 and 2015. Responses to USAC's information request failed to provide evidence that a competitive bidding process was executed and the documents submitted to support the competitive bidding process are not from the funding year. The HCP's selection of GCI Communication Corp. as the service provider for the FRN was not the result of a fair and open competitive bidding process. All bids received were not disclosed correctly thus violating the Federal Communications Commission's (FCC or Commission) rule 54.603(b)(4).

Service Provider Name: GCI Communication Corp
Service Provider Identification Number (SPIN): 143001199

Next Steps

To appeal this decision, deliver a letter of appeal to USAC within 60 days of the date of this letter. Detailed instructions for filing appeals are available at:
<http://www.usac.org/about/about-program-integrity/appeals.aspx>.

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For more information about the FCC Form 466, visit the Telecommunications Program Forms web page at <http://www.usac.org/rhc/telecommunications/tools/forms/>.

The HCP mailing contact, all account holders related to this circuit, the contact at the HCP's physical location have been copied on this email. In addition, a copy of this letter has been sent to the entity identified above as your selected telecommunications carrier.

From: rhc-assist@usac.org
To: [Christina Hensley](#); [Lottie V. Tackett](#); [Chad Sheldon](#); aburr@gci.com; [Warren Whitmore](#)
Subject: RHC Telecommunications Program - FCC Form 466 - Denial Notice - HCP # 10820
Date: Friday, November 30, 2018 11:45:16 AM

Date: 30-Nov-2018
Program: Telecommunications Program
Funding Year: 2017
Health Care Provider (HCP) Name: Shungnak Clinic
HCP Number: 10820
Funding Request Number (FRN): 1715129
FCC Form 465 Application Number: 43159672

The Universal Service Administrative Company (USAC)'s Rural Health Care (RHC) Program reviewed the FCC Form 466 (Funding Request and Certification Form) and supporting documentation submitted by the HCP referenced above. Based on the information provided, USAC is unable to provide support for the following reason(s):

1. On Nov. 3, 2017 USAC sent an information request asking the HCP to submit all bids received during the competitive bidding process with a narrative describing the competitive bidding process. The contract associated with this FRN was signed in February 2016 but the bids referenced in the narrative and the bid evaluation provided in the applicant's response are dated in 2014 and 2015. Responses to USAC's information request failed to provide evidence that a competitive bidding process was executed and the documents submitted to support the competitive bidding process are not from the funding year. The HCP's selection of GCI Communication Corp. as the service provider for the FRN was not the result of a fair and open competitive bidding process. All bids received were not disclosed correctly thus violating the Federal Communications Commission's (FCC or Commission) rule 54.603(b)(4).

Service Provider Name: GCI Communication Corp
Service Provider Identification Number (SPIN): 143001199

Next Steps

To appeal this decision, deliver a letter of appeal to USAC within 60 days of the date of this letter. Detailed instructions for filing appeals are available at:
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For More Information

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For more information about the FCC Form 466, visit the Telecommunications Program Forms web page at <http://www.usac.org/rhc/telecommunications/tools/forms/>.

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ATTACHMENT 17

Chad Sheldon

From: Elizabeth S. Hensley <elizabethh@lbblawyers.com>
Sent: Wednesday, December 19, 2018 11:02 AM
To: Erin Williams; Carolyn McCornac; Matthew Squire; Tim Gilbert; Chad Sheldon; Christina Hensley
Subject: RE: Maniilaq-USAC Teleconference Summary 12.13.18

Hi Erin,

I have no problem with your additions, but I would ask that we also please include the language I inserted and highlighted in blue.

Thank you,

 <p>LANDYE BENNETT BLUMSTEIN LLP ATTORNEYS Simply Great Lawyers. www.lbblawyers.com</p>	Elizabeth Saagulik Hensley Attorney	
	elizabethh@lbblawyers.com	
	Suite 1200 701 West 8th Avenue Anchorage, Alaska 99501	907.276.5152 (w) 907.276.8433 (f)

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Elizabeth

From: Erin Williams [mailto:Erin.Williams@usac.org]
Sent: Monday, December 17, 2018 5:57 AM
To: Carolyn McCornac; Matthew Squire; hristina.hensley@maniilaq.org; tim.gilbert@maniilaq.org; Elizabeth S. Hensley; chad.sheldon@maniilaq.org
Subject: RE: Maniilaq-USAC Teleconference Summary 12.13.18

Good morning all. Thank you for submitting your summary of the call. I have made the following edits to the call summary:

1. Participants List – I removed Seth's name and added mine because Seth was not on the call.
2. I revised the language about an Earthlink bid being received. See the new language highlighted below.

Let me know if you have questions, or disagree with our revisions.

Thanks,

Erin

Here's the updated summary:

Teleconference Summary

December 13, 2018

9 am AST

Subject: RHC Telecommunications Program – FCC Form 466 – Denial Notice – HCP #10820

Participants List

On behalf of USAC: Carolyn McCornac, Erin Williams, Matthew Squire

On behalf of Maniilaq Association: Christina Hensley, Chad Sheldon, Elizabeth Hensley

Chad stated that Maniilaq's intent in initiating the teleconference meeting was to fully understand what USAC understands to be the problem.

Carolyn explained that USAC's position is that there were bids associated with the 465 that had not been disclosed to USAC, which is a violation of the fair and open competition rules. Forms submitted indicated there were no bids aside from the one that received the contract. However, USAC indicated that during the course of the review of the FRNs, USAC issued an information request about competitive bidding and received documentation of a bid from Earthlink. Maniilaq explained its position that the inclusion of documentation of a bid from Earthlink was an administrative error.

Carolyn answered Maniilaq's question regarding any available administrative remedies for clerical mistakes by the HCP by stating that the HCP is required to appeal the decision; there is no administrative remedy. The administrative remedy mentioned in the denial notice is only available if USAC made a mistake, not if the HCP made a clerical mistake.

Carolyn answered Maniilaq's question about whether one appeal can be submitted for all FRNs in the affirmative – each FRN needs to be captured or noted if it is in one appeal. 17 separate appeal packets are not required, presuming the circumstances for each are the same.

Carolyn offered that Maniilaq call her for help in the area of getting answers to general high level questions.

From: Elizabeth S. Hensley [<mailto:elizabethh@lbbllawyers.com>]

Sent: Thursday, December 13, 2018 6:45 PM

To: Carolyn McCornac

Cc: Matthew Squire; Chad Sheldon; Christina Hensley; Tim Gilbert

Subject: Maniilaq-USAC Teleconference Summary 12.13.18

Hi Carolyn,

Please find below a summary of our meeting today, as requested. I will leave it to you to circulate the summary as to your colleagues as you deem appropriate (I don't believe I have Seth's email address).

Teleconference Summary

December 13, 2018

9 am AST

Subject: RHC Telecommunications Program – FCC Form 466 – Denial Notice – HCP #10820

Participants List

On behalf of USAC: Carolyn McCornac, Seth Toplin, Matthew Squire

On behalf of Maniilaq Association: Christina Hensley, Chad Sheldon, Elizabeth Hensley

Chad stated that Maniilaq's intent in initiating the teleconference meeting was to fully understand what USAC understands to be the problem.

Carolyn explained that USAC's position is that there were bids associated with the 465 that had not been disclosed to USAC, which is a violation of the fair and open competition rules. Forms submitted indicated there were no bids aside from the one that received the contract, but an Earthlink bid was allegedly received.

Carolyn answered Maniilaq's question regarding any available administrative remedies for clerical mistakes by the HCP by stating that the HCP is required to appeal the decision; there is no administrative remedy. The administrative remedy mentioned in the denial notice is only available if USAC made a mistake, not if the HCP made a clerical mistake.

Carolyn answered Maniilaq's question about whether one appeal can be submitted for all FRNs in the affirmative – each FRN needs to be captured or noted if it is in one appeal. 17 separate appeal packets are not required, presuming the circumstances for each are the same.

Carolyn offered that Maniilaq call her for help in the area of getting answers to general high level questions.

LANDYE BENNETT BLUMSTEIN LLP ATTORNEYS Simply Great Lawyers www.lbblawyers.com	Elizabeth Saagulik Hensley Attorney	
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ATTACHMENT 18

January 29, 2019

Sent Via Email and Certified Mail—Return Receipt Requested

Universal Service Administrative Co.

Rural Health Care

Attn: Letter of Appeal

700 12th Street, NW, Suite 900

Washington, DC 20005

RHC-appeals@usac.org

Appellant/Health Care Provider: Maniilaq Association
P.O. Box 256
Kotzebue, AK 99752
Tel: 907-442-3321
HCP No. (see below)

Service Provider Name: GCI Communication Corp.
SPIN: 143001199

Funding Year(s): 2017

Health Care Provider (HCP) Name(s):
Maniilaq Association – Kiana Clinic (2 FRNs);
Maniilaq Medical Center (3 FRNs); Ambler Clinic;
Buckland Clinic; Deering Clinic; Kivalina Clinic;
Kobuk Clinic; Noatak Clinic (2 FRNs); Noorvik
Clinic; Point Hope Clinic; Selawik Clinic;
Shungnak Clinic

HCP Number(s): 10249; 10810; 10811; 10812; 10813; 10814; 10815;
10816; 10817; 10818; 10819; 10820

Funding Request Number(s) (FRNs): 1720857; 1720860; 1727453; 1720847; 1720870;
1714957; 1720849; 1714995; 1714996; 1714997;
1720861; 1720862; 1720854; 1715126; 1720855;
1715129

Health Care Provider:	HCP Number(s):	Funding Request Number (s):
Maniilaq Association – Kiana Clinic	10249	1720857; 1720860
Maniilaq Medical Center	10810	1727453; 1720847; 1720870
Ambler Clinic	10811	1714957
Buckland Clinic	10812	1720849
Deering Clinic	10813	1714995
Kivalina Clinic	10814	1714996
Kobuk Clinic	10815	1714997
Noatak Clinic	10816	1720861; 1720862
Noorvik Clinic	10817	1720854
Point Hope Clinic	10818	1715126
Selawik Clinic	10819	1720855
Shungnak Clinic	10820	1715129

Dear Rural Health Care Division Staff:

The Maniilaq Association (“Maniilaq”) provides health care services to Alaska Natives and other beneficiaries on behalf of 12 federally recognized tribal governments pursuant to the Alaska Tribal Health Compact and funding agreements with the Secretary of Health and Human Services under the Indian Self-Determination and Education Assistance Act (“ISDEAA”), 25 U.S.C. § 5301 *et seq.* Maniilaq also serves non-Indian Health Service beneficiaries, and is the only health care provider in northwest Alaska. Maniilaq hereby requests review and reversal of the decision of the Rural Health Care (RHC) Division to deny funding for the above-referenced Funding Requests for services provided by GCI.

Maniilaq believes that USAC erred in denying the sixteen above-referenced Funding Request Numbers (“FRNs”). The denials stem from information shared with USAC as part of a novel information request it received in 2017 seeking additional information regarding the competitive bidding process of each of these FRNs. Maniilaq had never received or been required to respond to any such information request in the past. In response to the information request, Maniilaq inadvertently included information in its response to USAC that was irrelevant to the request. USAC then reviewed that information inadvertently provided by Maniilaq, treated it as a bid, and concluded that Maniilaq’s prior submissions were inaccurate. However, regardless of whether Maniilaq *should not* have provided the materials in its response to USAC or *should* have treated the materials as a “bid” (which, as discussed below, they were not), each was harmless administrative error that should not result in the denial of over \$16 million in RHC funding to Maniilaq.¹

¹ The denial letters are attached as Exhibit 1.

In 2014, Maniilaq began a new bid process seeking telecommunications service for their twelve clinics spread over a remote part of northwest Alaska. GCI was the only responsive bidder both times Maniilaq posted Form 465 service requests in 2014 and 2015 and, as a result, GCI and Maniilaq executed two contracts. The first contract, HC-424², was bid in 2014 and signed on February 25, 2015 (“2015 Contract”). The second contract, HC-465, was bid in 2015 and signed on February 1, 2016 (“2016 Contract”). Both contracts were granted evergreen status by USAC and continue to govern Maniilaq and GCI’s relationship.³

The issues that USAC has identified as the basis for its denials stem from the bidding process of just one contract—the 2015 Contract. There are only three FRNs that are related to the 2015 Contract—1720847, 1720870, and 1727453. Therefore, as a preliminary matter, USAC should fund the other 13 FRNs while it undertakes further consideration of the FRNs under the 2015 Contract. To the extent that USAC believes that Maniilaq erred in the competitive bidding process that led to the 2015 Contract, it was based on an administrative error and Maniilaq requests USAC to grant the FRNs based on the information provided here. In the alternative, Maniilaq seeks permission to resubmit any forms necessary to remedy the error. This request is wholly reasonable given that the error would have no impact on the outcome of the competitive bidding. Maniilaq respectfully requests that USAC afford the same remedy to FRNs for FY2018 issued under the 2015 Contract and for future funding years under that contract.

As required each year when operating under evergreen contracts, Maniilaq filed annual Form 466s for Funding Year (“FY”) 2017 for each of the 16 FRNs. with USAC. In response to the FY2017 filing, USAC issued requests for information regarding each of the sixteen FRNs with response deadlines of fourteen days. Maniilaq’s IT Director, Christina Hensley, who was undergoing treatment for thyroid cancer at the time, undertook the responsibility of submitting the requested information. Ms. Hensley had managed the competitive bidding process for the 2015 and 2016 Contracts and filed annual FRNs for the evergreen contracts, but this was the first time she or Maniilaq had received and responded to this type of information request from USAC.

It appears that the denials stem from the confusion that resulted from Maniilaq furnishing information in their response to USAC that appeared to vary from the original Form 466 filed for the 2015 Contract.⁴ In response, USAC denied all funding for all FRNs on one of two bases: (1) the information provided was from 2014-2015 or (2) the bidding information submitted did not match the original Form 466s. These denials were unwarranted because they stem from a misunderstanding of the underlying facts. Importantly, to the extent there are errors in how Maniilaq completed forms or responded to the information requests, these mistakes do not have a substantive impact on the competitive bidding process or the funding requests.

² HC-242 governed service to Maniilaq’s main facility, the Maniilaq Medical Center, in Kotzebue.

³ These contracts were amended in 2017 to reflect that the price of the growth option included in the original contracts had been reduced.

⁴ See, Maniilaq Information Request Response, attached as Exhibit 2.

The root of the issue and subsequent confusion appears to arise from an information packet Maniilaq received from a company called EarthLink after Maniilaq posted the 2014 Form 465 requesting proposals for service (the “2014 RFP”).⁵ EarthLink’s submission was non-responsive to the 2014 RFP. Rather, the information packet stated that EarthLink would like to contract with Maniilaq, but that they did not have the capability to serve the remote area of Alaska where the clinics were located. Essentially, EarthLink used the RFP as an opportunity to market itself to Maniilaq with respect to services it would like to provide, without having a legitimate interest or capacity to deliver services requested in the RFP. Maniilaq did not include EarthLink’s submission in the original Form 466 or bid matrix because they believed it fell so far short of the services requested in the Form 465 that it could not reasonably be interpreted to amount to a “bid.” In addition, it was clear on the face of the response that EarthLink’s submission was inferior to GCI’s proposal and that GCI would score higher than EarthLink on the bid matrix. Ultimately, EarthLink’s response did not change the final determination, as there was no scenario where EarthLink’s submission would have been the most cost-effective bid. The winning provider, GCI, was the only legitimate and responsive bidder. GCI’s bid demonstrates their extensive experience providing services to remote areas of Alaska, generally, and to Kotzebue, the site of Maniilaq’s medical center, specifically.⁶ Because GCI was the only bidder with the current technical capability to service all Maniilaq’s clinics, Maniilaq selected GCI’s proposal. Subsequently, Maniilaq and GCI signed the 2015 Contract for these services on February 25, 2015. This contract has a five-year term and has evergreen status. Accordingly, Maniilaq did not and will not need to post a Form 465 until the term of the contract expires. Three of the FY 2017 FRNs that USAC denied are for services purchased under the 2015 Contract. These FRNs are 1720847, 1720870, and 1727453.

Maniilaq posted another Form 465 in 2015 requesting proposals for additional service (the “2015 RFP”).⁷ GCI was the only entity to submit a response to the 2015 RFP.⁸ No other company responded to the RFP. Subsequently, Maniilaq and GCI signed the 2016 contract on February 1, 2016. This contract has a five-year term and has evergreen status. Thirteen of the FY 2017 FRNs that USAC denied are for services purchased under the 2016 Contract. These FRNs are 1720857, 1720860, 1714957, 1720849, 1714995, 1714996, 1714997, 1720861, 1720862, 1720854, 1715126, 1720855, and 1715129. The 2015 RFP led to the 2016 Contract, and as such, there has been no finding of inconsistency related to the FRNs on the 2016 Contract,

⁵ An Example 2014 RFP, from the Village of Kiana, is attached as Exhibit 3. RFPs were put out for all HCPs served by Maniilaq.

⁶ See GCI, “Response to Request for Proposals for High Availability Terrestrial Services” (November 6, 2014). Attached as Exhibit 4.

⁷ An Example 2015 RFP, from the Village of Kiana, is attached as Exhibit 5. RFPs were put out for all HCPs served by Maniilaq.

⁸ See GCI, “Response to Request for Proposals for Maniilaq Association Health Wide Area Network” (January 19, 2016). Attached as Exhibit 6.

so USAC should limit the scope of its review on any information inconsistency to the 2015 Contract and immediately fund all 13 FRNs on the 2016 Contract.

To the extent that USAC's bases for denials of the FY 2017 FRNs extend to FY 2018 and beyond, Maniilaq respectfully requests that the subsequent funding years be afforded the same relief as provided for herein. As explained above, the contracts are in evergreen status and, thus, the relationship between Maniilaq and GCI continues to be governed by these contracts. For the same reason, concerns regarding the bidding process or the response to the information request should only be addressed once and both parties should be permitted to continue on the existing contracts. However, there is some urgency in knowing whether USAC intends to deny Maniilaq's request. As FY 2018 is half way over, and bidding for FY 2019 is set to begin, Maniilaq needs certainty to move forward and continue to provide much needed telehealth services to the communities it serves in remote Alaska.

Argument

Fundamentally, Maniilaq complied with all the RHC program competitive bidding requirements and regulations every year it has sought funding. To the extent that USAC was given the false appearance of competitive bidding issues as a result of Maniilaq's response to the information request related to FY 2017 FRNs, this was an administrative error on Maniilaq's part and has no impact on the outcome of the competitive bidding process, which Maniilaq complied with in all aspects. Importantly, if Maniilaq was required to include EarthLink's non-responsive information packet in its bid matrix, it would not have impacted the outcome in any way.

Maniilaq respectfully requests USAC consider the information submitted herein, and overturn the FY 2017 funding denials. To the extent that any of the deficiencies impact Maniilaq's FY 2018 FRNs and future funding under the 2015 Contract or 2016 Contract, Maniilaq also specifically requests USAC to include FY 2018 and future years in the relief. As noted above, these contracts have evergreen status and, therefore, any deficiency cure in one year should apply to the same deficiencies in other years covered by the contracts.

To the extent that USAC was given the false appearance of competitive bidding issues as a result of Maniilaq's response to the information request related to FY2017 FRNs, this was an administrative error on Maniilaq's part and also has no impact on the outcome. Specifically, Maniilaq should not have submitted the 2014 information from EarthLink in response to USACs' FY2017 information requests because Maniilaq had not treated EarthLink's information as a bid responsive to the 2014 RFP. However, now that USAC has reviewed the information from EarthLink, it appears that USAC believes that Maniilaq *should* have treated it like a bid. But treating EarthLink's information as a bid would not have substantively changed the outcome of the 2014 RFP. Accordingly, it should not be a basis of the denial of the three FRNs stemming from that process.

The funding of all FRNs under these facts is also supported by the equities. The funding denials issued by USAC amount to \$16,496,700.00. If Maniilaq Association is required to come up with that funding due to a federal denial based upon an administrative error, thousands of patients in northwest Alaska will suffer as a result, a dozen remote communities will be denied needed funding as Maniilaq will have to cut services to pay GCI this large sum. Maniilaq complied with all of the bidding and competition requirements and used the GCI services to provide healthcare to the people it serves. To deny federal funding due to an administrative mistake, in this instance, will cut against the FCC's Policy Statement on dealings with Tribes and Alaska Native organizations as well as broader federal trust responsibilities associated with the provision of healthcare to Alaska Native recipients.

The USAC information request that was sent to Maniilaq was in addition to the normal RHC program contracting process that Maniilaq is familiar with. Maniilaq understands that this additional information request was a part of a larger analysis by the USAC to determine the accuracy of rural and urban rate information in Alaska. Maniilaq responded in good faith to this information request, with inadvertent inclusion of promotional material received from EarthLink that was non-responsive in one instance (under the 2015 Contract) and irrelevant from a prior funding year in the other (under the 2016 Contract). To the extent that the error under the 2015 Contract stems from Maniilaq's failure to include the non-responsive bid from EarthLink in its bid matrix, Maniilaq requests USAC to grant a waiver to proceed with services and funding under the current contracts.

All of the competitive bidding requirements were met by Maniilaq in every funding year, including for the 2015 Contract and 2016 Contract from which services were ordered from in Funding Year 2017. Maniilaq received funding for services that were provided by GCI—services that are utilized to protect the health of the people in the communities that Maniilaq serves. Maniilaq did not receive more funding than it was entitled to, and the response to the USAC information request was a clerical error, similar to errors considered by the FCC in other cases, including the *Bishop Perry Middle School New Orleans* matter.⁹ In the *Bishop Perry Order*, the FCC granted the appeals of several applicants who were denied funding under the E-rate program for failing to meet the USAC's minimum processing standards. The applicants' appeals involved clerical errors resulting in incomplete applications, improperly filed applications, and use of outdated USAC forms.¹⁰ The FCC concluded that there was good cause to waive the USAC's minimum processing standards for the applicants seeking appeal.¹¹

In the *Bishop Perry Order*, the FCC explained that “the applicants’ mistakes, if not caught by USAC, could not have resulted in the applicant receiving more funding than it was

⁹ *In the Matter of Request for Review of the Decision of the Universal Service Administrator by Bishop Perry Middle School New Orleans*, 21 FCC Rcd. 5316, 5320 (2006) (“*Bishop Perry Order*”).

¹⁰ *Id.* at 5321.

¹¹ *Id.*

entitled to.”¹² In addition, the FCC stated that “there is no evidence of waste, fraud or abuse, misuse of funds, or a failure to adhere to core program requirements.”¹³ Further, the FCC determined that “the denial of funding requests inflicts undue hardship on the applicants” and “rigid compliance with the application procedures does not further the purposes of section 254(h) or serve the public interest.”¹⁴ Therefore, the FCC granted the appeals and remanded the decisions to USAC for further processing.¹⁵

In *In the Matter of Request for Review Bradford Regional Medical Center*¹⁶, the FCC granted a request for the reversal of a decision by the USAC denying funding for discounted services under the Rural Health Care Program. In filing its funding request for internet service, the applicant Bradford RMC improperly submitted a FCC Form 466, instead of a FCC Form 466-A.¹⁷ As a result, USAC denied Bradford RMC’s funding request for failure to provide additional information necessary to process the application.¹⁸ In its order, the FCC stated that complete rejection of the “application [by the USAC] is not warranted, given that the violation here is a minor procedural error.”¹⁹ The FCC also noted that “rigid adherence to filing procedures with respect to Bradford RMC does not further the public interest or the purposes of section 254(h) of the Communications Act of 1934[.]”²⁰ Therefore, the FCC granted the applicant’s request for a waiver and remanded its application to the USAC for further consideration.²¹

In *In the Matter of Requests for Review of Decisions of the Universal Service Administrator Bay Shore Union Free School District Bay Shore, New York*,²² the FCC granted several petitioners’ funding appeals that were denied by the USAC “based on inadvertent errors or misunderstandings that, if corrected, would have made the petitioners eligible for funding under the E-rate program.”²³ The FCC did not find any “evidence of waste, fraud, or abuse, misuse of funds, or a failure to comply with substantive program requirements.”²⁴ Accordingly,

¹² *Id*

¹³ *Id.*

¹⁴ *Id.*

¹⁵ *Id.*

¹⁶ 25 FCC Rcd. 7221, 7221 (2010).

¹⁷ *Id.* at 7222.

¹⁸ *Id.*

¹⁹ *Id.* at 7223 (citing *Bishop Perry Order*).

²⁰ *Id.*

²¹ *Id.*

²² 23 FCC Rcd. 15537 (2008).

²³ *Id.*

²⁴ *Id.* at 15544.

the FCC waived applicable rules requiring applications to be complete when filed in order to allow the petitioners to correct necessary errors.²⁵

In *In the Matter of Requests for Waiver and Review of Decisions of the Universal Service Administrator by Public Works Commission of Fayetteville*,²⁶ the FCC granted several petitioners' funding appeals that were denied by the USAC for filing errors and accidental mislabeling. The FCC also waived applicable rules and USAC procedural deadlines.²⁷ Therefore, the FCC remanded the petitioners' applications with filing errors and accidental mislabeling to the USAC for further action consistent with the FCC's order.²⁸

All of these cases demonstrate that USAC has ample authority to overturn these funding denials. Here, the facts demonstrate that there was no "evidence of waste, fraud, or abuse, misuse of funds, or a failure to comply with substantive program requirements." As explained above, any error that Maniilaq made was inadvertent and had no impact on the outcome of the bids. Indeed, by selecting GCI, the provider with facilities already in the state and better able to service its customers, Maniilaq ensured there was no waste or misuse of funds. The materials submitted by EarthLink and the updated matrix demonstrates that the outcome under the bidding for the 2015 Contract would have remained the same and consistent with the *Bishop Perry Order*, even if the information had been required, it would not have resulted in Maniilaq receiving any other funding amount than what has already been requested. In addition, where inapplicable information was provided in error for both the 2015 Contract and the 2016 Contract, USAC should not apply "rigid adherence" to include that information in its assessment.²⁹

It is important that USAC also understand not only the financial magnitude of these denials if allowed to stand, but also the context of how Maniilaq itself is carrying out health care functions that are core to the federal responsibility to provide such care to American Indian and Alaska Native people.

Maniilaq is not merely an interest group, community health program, or loose assemblage of health care providers in rural Alaska. Maniilaq is a regional organization formed by sovereign Alaska Native nations, each of which is federally recognized by the United States Department of the Interior. Maniilaq is a "tribal organization" as defined in Section 5304(1) of the ISDEAA. As a tribal organization that provides services through the Alaska Tribal Health Compact, Maniilaq provides health care on behalf of the federal government. As such, the provision of

²⁵ *Id.*

²⁶ 27 FCC Rcd. 4881, 4881-82 (2012).

²⁷ *Id.*

²⁸ *Id.*

²⁹ Even were USAC to have determined that the EarthLink information constituted a bid for the 2015 Contract, that finding could not be supported for the 2016 Contract.

health care by Maniilaq is not simply a goal to hopefully be obtained but is rather a part of the federal trust responsibility to Tribes and their members.

Inherent tribal sovereignty predates the formation of the federal government of the United States as well as, in the State of Alaska, the onset of statehood in the territory. In the early days of America, the Supreme Court ruled on several aspects of what has become known as “federal Indian law,” including the relationship of sovereign tribal nations to the federal government. In *Cherokee Nation v. Georgia*, Chief Justice Marshall noted the special duty the federal government assumed in its dealings and agreements with American Indians.³⁰ Marshall identified Indian Tribes as “domestic dependent nations” and observed that the relationship between Indians and the federal government was like that “of a ward to his guardian.”³¹

The following year, the Supreme Court in *Worcester v. Georgia* established that the federal government, not states, has the authority over and responsibility for matters relating to members of Indian Tribes.³²

As the relationship with Tribes and Alaska Natives moved into the twentieth century, this broad concept of the federal “trust responsibility” took different forms and doctrines. In the area of healthcare, Congress passed the Snyder Act in 1921, providing explicit federal authorization supporting health programs for Indians and Alaska Natives by mandating the expenditure of funds for “[t]he relief of distress and conservation of health ... [and] for the employment of ... physicians ... for Indian Tribes.”³³

Congress revisited the trust responsibility for tribal and Alaska Native health care with the Indian Health Care Improvement Act, where the federal government found that “[f]ederal health services to maintain and improve the health of the Indians are consonant with and required by the Federal Government’s historical and unique legal relationship with, and resulting responsibility to, the American Indian people.”³⁴ Congress also found that it is a “[m]ajor national goal . . . to provide the resources, processes, and structure that will enable Indian Tribes and tribal members to obtain the quantity and quality of health care services and opportunities that will eradicate the health disparities between Indians and the general population of the United States.”³⁵

³⁰ *Cherokee Nation v. Georgia*, 30 U.S. 1 (1831).

³¹ *Id.*

³² *Worcester v. Georgia*, 31 U.S. 515 (1832).

³³ 25 U.S.C. § 13.

³⁴ 25 U.S.C. § 1601(1).

³⁵ 25 U.S.C. § 1601(2).

It is against this backdrop of the federal trust responsibility to provide health care services to Tribes that the FCC's approach to rural health care must be understood. The FCC took up the matter of its own relationship with Tribes in June 2000 with its Policy Statement "In the Matter of Statement of Policy on Establishing a Government-to-Government Relationship with Indian Tribes." In that Policy Statement, the FCC states that "[t]he federal government has a federal trust relationship with Indian Tribes, and this historic trust relationship requires the federal government to adhere to certain fiduciary standards in its dealings with Indian Tribes."³⁶

Among other ways that the FCC has specifically committed itself to implementing the trust responsibility, the FCC states that it will "[w]ork with Indian Tribes on a government-to-government basis consistent with the principles of Tribal self-governance to ensure, through its regulations and policy initiatives ... that Indian Tribes have adequate access to communications services."³⁷ The FCC also, "[i]n accordance with the federal government's trust responsibility, and to the extent practicable, will consult with Tribal governments prior to implementing any regulatory action or policy that will significantly or uniquely affect Tribal governments, their land and resources."³⁸ In addition, the FCC "[w]ill endeavor to streamline its administrative process and procedures to remove undue burdens that its decisions and actions place on Indian Tribes."³⁹

In furtherance of the delegated authority of its 12 member Tribes, Maniilaq has entered into multiple agreements with the federal government under the ISDEAA in order to contract/compact for funding to carry out health care programs, functions, services and activities. Health care is one such area where Maniilaq, and its member Tribes, fundamentally rely upon RHC funding through the USAC to carry out federal programs and the federal trust responsibilities. Therefore, Maniilaq relies upon the FCC to implement federal law and regulations related to RHC funding and implementation in a manner that is supportive of the trust responsibility as well as the contractual obligations between Maniilaq and the United States.

Moreover, Maniilaq is the only health care provider in the 12 villages, so people have no alternative source of healthcare, and any USAC decision that results in diminished funding will directly impact the patients and communities that the entire RHC program was established to serve in the first place.

If USAC has a question with how to interpret any rules or regulations that it feels require strict compliance with information filing requirements, it should note that the Commission has, in the past, interpreted other terms in question in favor of federally recognized Tribes "[i]n light of the goal of the rural health care universal service provision ... and consistent with the federal

³⁶ *FCC Policy Statement* at 3.

³⁷ *Id.* at 4.

³⁸ *Id.*

³⁹ *Id.* at 5.

trust relationship between the federal government and federally-recognized Indian Tribes” such as Maniilaq’s member Tribes.⁴⁰

Given the important consequences at stake, in light of the ongoing compliance with all implementing rules and regulations in the RHC program, and in light of the harmless, clerical error of form submission to the USAC information request, the funding to Maniilaq should be restored. Maniilaq respectfully requests USAC consider the information submitted herein, and overturn the FY2017 funding denials. As explained above, the issue giving rise to the denials stems from the 2015 Contract so, at a minimum, USAC should immediately fund FRNs not associated with that contract.

Further, to the extent that any of the deficiencies impact Maniilaq’s FY2018 FRNs and future funding under the 2015 Contract or 2016 Contract, Maniilaq also specifically requests USAC to include FY2018 and future years in the relief. As noted above, these contracts have evergreen status and, therefore, any deficiency cure in one year should apply to the same deficiencies in other years covered by the contracts. With the magnitude of the amounts involved and the relative straightforward issues of facts and law involved, Maniilaq requests an expedited review.

Conclusion

For the foregoing reasons, Maniilaq requests that this appeal be granted and that the RHC Division commit full funding for all of the attached FCLs in the amount that is in dispute: \$16,496,700.00

Respectfully Submitted,



Geoffrey B. Strommer

Craig A. Jacobson

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On behalf of
Maniilaq Association

⁴⁰ *FCC Order in the Matter of Requests for Review of the Decisions of the Universal Service Administrator by Kawerak, et al.*, 18 FCC Rcd. 18767 (2003).

ATTACHMENT 19

March 12, 2019

Sent Via Email

Universal Service Administrative Co.

Rural Health Care

Attn: Letter of Appeal Supplement

700 12th Street, NW, Suite 900

Washington, DC 20005

RHC-appeals@usac.org

Appellant/Health Care Provider:	Maniilaq Association P.O. Box 256 Kotzebue, AK 99752 Tel: 907-442-3321 HCP No. (see below)
Service Provider Name:	GCI Communication Corp. SPIN: 143001199
Funding Year(s):	2017
Health Care Provider (HCP) Name(s):	Maniilaq Association – Kiana Clinic (2 FRNs); Maniilaq Medical Center (3 FRNs); Ambler Clinic; Buckland Clinic; Deering Clinic; Kivalina Clinic; Kobuk Clinic; Noatak Clinic (2 FRNs); Noorvik Clinic; Point Hope Clinic; Selawik Clinic; Shungnak Clinic
HCP Number(s):	10249; 10810; 10811; 10812; 10813; 10814; 10815; 10816; 10817; 10818; 10819; 10820
Funding Request Number(s) (FRNs):	1720857; 1720860; 1727453; 1720847; 1720870; 1714957; 1720849; 1714995; 1714996; 1714997; 1720861; 1720862; 1720854; 1715126; 1720855; 1715129

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Shungnak Clinic	10820	1715129

Dear Rural Health Care Division Staff:

The Maniilaq Association (“Maniilaq”) filed a Letter of Appeal in the above captioned matter on January 29, 2019. Maniilaq requests leave of the Rural Health Care (“RHC”) Division to supplement that initial filing with the enclosed.

Maniilaq believes that USAC erred in denying the sixteen above-referenced Funding Request Numbers (“FRNs”). Subsequent to the initial filing, it was brought to our attention that USAC provides training materials for the technicians that operate the RHC program at health care providers (“HCPs”) to aid in the technical and functional operation of the RHC program. It is noteworthy that the 2019 training materials cleared up a confusing aspect of documentation that is central to the Maniilaq appeal. In USAC’s 2019 “Funding Request Best Practices” webinar, the “Submission Checklist” includes “[a] scanned copy of all bids that were received for your request for service including the winning bid, all bids that were rejected and *any bids that were disqualified and why*”.¹ Another RHC document instructs HCPs to “[p]lease be mindful that you must submit ALL bids received including winning, losing and disqualified.”² These materials clearly show HCPs have the ability under Commission rules to disqualify bids, even if this recent guidance directs them to include those bids when filing a funding request.

These 2019 materials show that USAC is now directing that all bids, including any that were disqualified, be submitted with the funding request. However, this guidance was not available to Maniilaq in 2017, and the precedent shows the FCC did not previously require this from HCPs such as Maniilaq. Simply put, when Maniilaq was considering whether to include

¹ USAC Webinar, “RHC Program Funding Request Best Practices,” at 13, https://www.usac.org/_res/documents/rhc/training/2019/rhc-program-funding-request-webinar.pdf (2019) (emphasis added).

² USAC, “RHC Program: Competitive Bidding FAQ,” https://www.usac.org/_res/documents/rhc/pdf/handouts/Competitive-Bidding-FAQ.PDF.

information about what ultimately was a non-responsive bid to the 2017 USAC information request, it did not have the above referenced USAC guidance, and it created confusion. What the new USAC training indicates is that USAC is erring on the side of inclusiveness in its filings, and that where there is doubt, over-document the competitive bidding process, even where the submitting company—like EarthLink in this context—is simply using that request for bids as a means to send out stock materials to advertise and market its services, even if none of those services tracks with those requested in the Form 465.

This is important new information in the USAC training materials since it creates clearer guidance about this third category—bids considered but disqualified—to the HCP options in the competitive bidding process. In 2014, Maniilaq posted a Form 465 and received responses from GCI and EarthLink. EarthLink’s eight-page submission included a form letter, a two-page “EarthLink at a Glance” feature, a two-page list of “IT Operations & Security Assessment Topics,” a two-page “case study” of a hospital in Wisconsin, and a page of phone numbers. No part of EarthLink’s “proposal” responded to Maniilaq’s request for services.

Instead of summarily rejecting the proposal, Maniilaq went beyond USAC’s competitive bidding rules and contacted EarthLink. The ensuing conversation revealed that EarthLink could not provide the requested services. At that point, Maniilaq disqualified EarthLink’s bid as non-responsive to the RFP, although it referred to EarthLink’s submission as a bid in an internal document.³ Maniilaq properly accepted GCI’s bid and signed contract, HC-424, with GCI in 2015. In 2015, Maniilaq posted a Form 465 and the only response they received was from GCI. Maniilaq accepted GCI’s bid and signed contract, HC-465, with GCI in 2016.

In 2017, USAC requested information relating to the competitive bidding process for all sixteen of Maniilaq’s FY 2017 FRNs. The request asked:

To the extent not already proved [sic] to USAC, please provide copies of all bid received, bid evaluation and vendor selection documentations (e.g. score sheets, bid evaluation matrices), and any requests for proposals or other documents provided to prospective service providers concerning the requested service(s).

As already fully discussed in the main Appeal Letter, Maniilaq’s response was incomplete and apparently confusing to USAC. The response packet included the two GCI contracts, the 2015 RFP, GCI’s 2015 bid, EarthLink’s 2014 bid, a blank bid evaluation sheet, and a contemporaneous Maniilaq internal memo discussing the two 2014 bids. Maniilaq’s response did not clearly explain the two separate bidding processes for HC-424 and HC-265 or identify certain documents as responsive to one bidding process, but not the other. As argued in the main

³ Maniilaq’s information response submitted to USAC on November 16, 2017 includes an internal memo from Timothy Schuerch to Christina Hensley recommending Maniilaq accept GCI’s bid. The memo says “Maniilaq Association received (2) two bids, one from EarthLink Business, and the other from GCI Communications Corp.” While referring to EarthLink’s submission as a bid, the memo makes clear it was non-responsive and ultimately disqualified.

Appeal Letter, this lack of clarity in response to a new and novel information request had no effect on the otherwise properly executed competitive bid process.

USAC next requested that “[t]o the extent any bids were disqualified or received, but not considered, please explain the basis for disqualifying or not considering the bid.” Maniilaq’s response says the EarthLink bid “was not considered due to the capabilities and services not being a match for our requested terrestrial services.” That is a correct statement, but while the information request was poorly phrased, Maniilaq’s statement likely confused USAC because EarthLink’s submission was included in the response to both the earlier question regarding bid evaluations and this question regarding disqualifications.

USAC ultimately denied all the FY 2017 FRNs, alternately saying: “Bids that were received for this funding year were not disclosed nor submitted with the original funding request” and “[t]he contract associated with this FRN was signed in February 2016 but the bids referenced in the narrative and the bid evaluation provided in the applicants response are dated in 2014 and 2015.”

The E-Rate Program and Precedent

The ability to disqualify bids is recognized by the FCC in published E-rate appeals and USAC training materials for both the RHC and E-rate Program.⁴ It is only with the 2019 training materials that RHC service providers understand this aspect of USAC administered programs. Maniilaq, in light of viewing these materials, understands now that had this training been in place in 2017, it is likely that this entire matter would be resolved with clearer communication between Maniilaq and USAC regarding inclusion of the Earthlink materials as rejected, non-responsive materials that were considered but disqualified by Maniilaq.

In the 2011 *Allendale* decision, the FCC granted two school districts’ E-rate appeals, overturning USAC’s decision denying funding to school districts based on the districts’ failure to consider all submitted bids.⁵ One district, River Rouge School District, rejected one of the two bids that it received “because it was incomplete and failed to respond to all of the items requested in the [RFP].”⁶ It argued that it had properly rejected one bid and used price as the primary consideration in selecting the sole remaining bid. River Rouge provided three documents from the “Director of District-Wide Technology,” who was responsible for evaluating the bids as the “e-rate coordinator.”⁷ These were what appear to be a contemporaneous email

⁴ USAC Webinar, “RHC Program Funding Request Best Practices,” https://www.usac.org/_res/documents/rhc/training/2019/rhc-program-funding-request-webinar.pdf (2019); E-rate guidance: <https://www.usac.org/sl/applicants/step02/evaluation.aspx> (last accessed Mar. 12, 2019); HCF guidance: <https://www.usac.org/rhc/healthcare-connect/individual/step03/rfp.aspx> (last accessed Mar. 12, 2019).

⁵ *Requests for Review of the Universal Serv. Admin by Allendale Cty. Sch. Dist., et al.*, Order, 26 FCC Rcd.6109 (2011) (“*Allendale Order*”).

⁶ *Id.* at 6118.

⁷ Letter from R. Basso, Counsel, to River Rogue Sch. Dist., to Marlene Dortch, Secretary, FCC, at attachments 9, 10, 14 (Nov. 14, 2007), <https://ecfsapi.fcc.gov/file/6519821643.pdf>.

from the director, a memo from the director to the superintendent, and an affidavit from the director. All three documents indicate that only two bids were received, with one ultimately being rejected because it was incomplete. The FCC granted the appeal, concluding that the documents “show[] that River Rouge considered each bid it received and rejected [one provider’s] bid only after determining that the bid was incomplete.”⁸

Whittier School District sought bids to provide wireless Internet access service on a district-wide basis. Whittier received two bids: a bid from its current provider that included a “detailed proposed service agreement” for wireless Internet access to all district schools⁹ and a bid from Advanced Scientific Applications, Inc., (“ASA”) proposing DS3 lines for each district school.¹⁰ Whittier made additional inquiries with ASA, learned they were unable to provide wireless Internet access, and subsequently disqualified ASA’s bid. The FCC held that Whittier’s actions were consistent with the program rules. The FCC said “[t]he fact that Whittier initiated contact with ASA to discuss the proposal’s terms and conditions, and only rejected the proposal after learning that ASA could not provide the requested services leads us to conclude that Whittier carefully considered ASA’s submission.”¹¹

This is not a post hoc rationalization, given the fact that the RHC program training materials on bid disqualification were not in place in 2017. The facts surrounding the Maniilaq competitive bidding process that culminated in the 2015 contract between Maniilaq and GCI closely resemble the facts described in *Allendale*. First, like River Rouge, Maniilaq ultimately disqualified EarthLink’s “bid” because it was incomplete and did not address all the services requested in the Form 465. Maniilaq has similar evidence—namely a contemporaneous internal memo recommending the selection of one provider and the rejection of the other bid as inconsistent with the requested services.¹² River Rouge’s memo says, “Terry and I reviewed the bids and recommend rejecting [one bid] for incompleteness and filing after the deadline.”¹³ Maniilaq’s memo says, “EarthLink’s proposal was reviewed and analyzed against our service request. Unfortunately, their capabilities and services are not a match for our requested terrestrial services at this time.”¹⁴ While phrased less clearly, Maniilaq’s memo shows that Maniilaq considered EarthLink’s proposal and determined it did not offer the services requested in the 465.

⁸ *Allendale Order*, 26 FCC Rcd. at 6109.

⁹ *Id.*

¹⁰ *Id.*

¹¹ *Id.*

¹² Letter from R. Basso, Counsel, River Rogue Sch. Dist., to Marlene Dortch, Secretary, FCC (Dec. 11, 2007), at attachment 9, <https://ecfsapi.fcc.gov/file/6519821643.pdf>.

¹³ *Id.* The FCC did not consider bid lateness as a disqualification factor because both bids were filed after the deadline.

¹⁴ Interoffice Mem. from T. Schuerch to C. Hensley (Jan. 28, 2015).

Like both River Rouge and Whittier, the other school district in the *Allendale Order*, Maniilaq only received two bids. Like Whittier, Maniilaq received a detailed bid from its current provider and a cursory submission from another provider. Unlike Whittier, which received a quote for an unresponsive service, the other bid Maniilaq received did not contain a single technical detail or pricing estimate. Instead, EarthLink's eight-page submission included a form letter, a two-page "EarthLink at a Glance" feature, a two-page list of "IT Operations & Security Assessment Topics," a two-page "case study" of a hospital in Wisconsin, and a page of phone numbers.

No part of EarthLink's "proposal" responded to Maniilaq's request for services. Instead of summarily rejecting the proposal, Maniilaq went beyond the USAC's competitive bidding rules and contacted EarthLink. As with Whittier, these conversations revealed the vast gulf between the provider's capabilities and Maniilaq's service needs. While ultimately fruitless, the Maniilaq-initiated conversations are evidence that EarthLink's proposal was carefully considered before being disqualified.

Maniilaq's conduct is easily distinguished from the school district's in *Henrico*.¹⁵ There, the district first seized on the concept of bid disqualification when petitioning the FCC to reconsider their appeal denial. Maniilaq disqualified EarthLink's bid during the initial competitive bidding process in 2014. This is documented in its contemporaneous internal memo. Contrary to the appeal's characterization, Ms. Hensley did not erroneously include EarthLink's proposal in response to the FY 2017 information request. Ms. Hensley properly disclosed it as a bid that was "disqualified or received, but not considered," and described the reasoning for its disqualification.

Maniilaq provided information responsive to USAC's request with as much diligence and completeness as possible. If Maniilaq had access to the 2019 training materials in 2017, this matter of the documentation of the completeness of its competitive bidding process would likely have been resolved in 2017. But those materials were only made available in 2019, and this provides substantial support for why USAC should grant Maniilaq the right to supplement its appeal letter, and for USAC to consider this supplement. The "RHC Program Funding Request Best Practices" slideshow published by USAC clearly states "[w]here USAC requires information that cannot be located on the submitted supporting documentation [it] will result in an Information Request."¹⁶ As they helpfully emphasized, USAC's own guidance says the failure to provide a requested piece information with the funding request will result in an information request, not necessarily a denial. This indicates that Maniilaq should have the right to supplement its appeal and explain its responses to the USAC information request in light of these training materials, clarifying that Maniilaq appropriately disqualified the EarthLink bid.

¹⁵ *Application for Review of a Decision of the Wireline Competition of Bureau by Henrico Cty. Sch. Dist.*, Order, 29 Fcc Red. 10837 (2014).

¹⁶ USAC Webinar, "RHC Program Funding Request Best Practices," at 11, https://www.usac.org/_res/documents/rhc/training/2019/rhc-program-funding-request-webinar.pdf (2019) (emphasis removed).

Maniilaq's error, if any, is in its incomplete response to USAC's information request, not in its conduct of the competitive bidding process. Despite its failure to describe the situation clearly in its 2017 responses, Maniilaq can point to the 2019 USAC training materials' new clarification as evidence that the information submission process can be confusing. Regardless, in 2015 Maniilaq conducted a good-faith competitive bidding process that both complied with USAC's procedural rules and resulted in the selection of the lowest-cost responsive provider.

Conclusion

For the foregoing reasons, Maniilaq requests that USAC allow this Supplement to the Appeal Letter, and for the reasons stated in both USAC submittals, that this appeal be granted and that the RHC Division commit full funding for all of the attached FCLs in the amount that is in dispute: \$16,496,700.00

Respectfully Submitted,



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On behalf of
Maniilaq Association

ATTACHMENT 20

Administrator's Decision on Rural Health Care Program Appeal

Via Electronic Mail

May 6, 2019

Ms. Christina Hensley
Maniilaq Association
P.O. Box 256
Kotzebue, AK 99752

Re: Maniilaq Association – Appeal of USAC's Decision for the Funding
Request Numbers Listed in Appendices A and B

Dear Ms. Hensley:

The Universal Service Administrative Company (USAC) has completed its evaluation of the January 29, 2019 letter of appeal (Appeal) submitted on behalf of Maniilaq Association (Maniilaq) for the health care providers listed in Appendices A and B.¹ On November 30, 2018, USAC denied Maniilaq's funding requests for support under the Universal Service Rural Health Care Telecommunications Program (Telecom Program) for funding year 2017 (FY 2017).² The Appeal requests that USAC reverse the denials of the funding request numbers (FRNs) listed in Appendices A and B in the Telecom Program.³

USAC has reviewed the Appeal and the facts related to this matter and has determined that Federal Communications Commission (FCC) rules and requirements support the denial of the FRNs listed in Appendices A and B because Maniilaq did not comply with the FCC's competitive bidding rules. Specifically, Maniilaq failed to submit copies of the responses or bids received in response to its FY 2014 and 2015 request for services, in violation of FCC rules.⁴ Therefore, USAC denies the Appeal.

¹ See Letter from Geoffrey D. Strommer and Craig A. Jacobson, Hobbs, Straus, Dean & Walker LLP, on behalf of Maniilaq Association to Rural Health Care Division, USAC (Jan. 29, 2019) (Appeal). On March 12, 2019, Geoffrey D. Strommer and Craig A. Jacobson, Hobbs, Straus, Dean & Walker LLP, on behalf of Maniilaq Association, submitted an additional letter to supplement the Appeal filed On January 29, 2019; however, USAC does not address the arguments raised in the March 12, 2019 letter as it was submitted after the 60 day appeal filing deadline. See Letter from Geoffrey D. Strommer and Craig A. Jacobson, Hobbs, Straus, Dean & Walker LLP, on behalf of Maniilaq Association, to Rural Health Care Division, USAC (Mar. 12, 2019).

² See Emails from Rural Health Care Division, USAC, to Maniilaq Association (Nov. 30, 2018) (Administrator's Denials of the FRNs listed in the Appendices A and B).

³ See Appeal.

⁴ See 54.603(b)(4) ("... The health care provider shall submit to the Administrator paper copies of the responses or bids received in response to the requested services.").

Background

FCC rules require eligible health care providers (HCPs) seeking funding from the Telecom Program to conduct a competitive bidding process for eligible services by submitting an FCC Form 465 (Description of Services Requested & Certification Form) and waiting at least 28 days before selecting a service provider.⁵ Once an HCP selects a service provider, it submits an FCC Form 466 (Funding Request & Certification Form) to provide information about the services selected and to certify that the services selected are the most cost-effective options of the offers received.⁶ When the HCP files its funding request, it must provide copies of all *responses* or bids received in response to its FCC Form 465.⁷ HCPs are required to submit the FCC Form 466 and all supporting documentation prior to the end of the relevant funding year.⁸

USAC may designate certain service contracts as “Evergreen” if the contract meets the criteria outlined in the FCC’s rules.⁹ In order for a contract to be designated as Evergreen, the contract must have been entered into as a result of competitive bidding.¹⁰ The competitive bidding process must comply with the FCC’s competitive bidding rules in order for an HCP to receive support for services provided under the Evergreen contract. Once a contract has been designated as Evergreen, then, for the duration of the term of the contract, the HCP is not required to annually re-bid the services provided under the contract and is not required to post an FCC Form 465.¹¹

The FCC clarified that, beginning with FY 2015, when USAC determines that an applicant lacks all supporting documentation accompanying its FCC Form 466 or the supporting documentation is inadequate, USAC shall inform the applicant promptly in writing of the omission or inadequacy and give the applicant 14 calendar days from receipt of that notice to submit the missing or relevant supporting documentation.¹² If applicants do not provide timely responses to USAC’s requests for omitted or adequate supporting documentation, USAC must deny the

⁵ See 47 C.F.R. § 54.603(a), (b)(3); Health Care Providers Universal Service, Description of Services Requested & Certification Form, OMB 3060-0804 at 2 (July 2014) (FCC Form 465); Form 465 Instructions, Rural Health Care Universal Service Mechanism, OMB 3060-0804 at 1 (July 2014) (FCC Form 465 Instructions).

⁶ See 47 C.F.R. §§ 54.603(b)(4), 54.615(a), (c)(7); Health Care Providers Universal Service, Funding Request and Certification Form, OMB 3060-0804 (July 2014) (FCC Form 466); Form 466 Instructions, Rural Health Care Universal Service Mechanism, OMB 3060-0804 (July 2014) (FCC Form 466 Instructions).

⁷ See 47 C.F.R. § 54.603(b)(4); FCC Form 466 at 1; FCC Form 466 Instructions at 9.

⁸ See 47 C.F.R. § 54.675(b); FCC Form 466 at 1; FCC Form 466 Instructions at 1.

⁹ 47 C.F.R. § 54.642(h)(4) (outlining the requirements for Evergreen contracts).

¹⁰ See 47 C.F.R. § 54.642(h)(4)(ii).

¹¹ See *Rural Health Care Support Mechanism*, WC Docket No. 02-60, Report and Order, 27 FCC Rcd at 16678, 16803, para. 261 (2012) (*Healthcare Connect Fund Order*); 47 C.F.R. § 54.642(h)(4). See also USAC Website, Rural Health Care, Evergreen Contracts, available at <http://www.usac.org/rhc/telecommunications/health-care-providers/evergreen-contracts.aspx> (last visited Apr. 3, 2019) (Evergreen Contracts Guidance). An applicant is not required to annually re-bid a service contract that has been designated as Evergreen by USAC or post an FCC Form 465 for the life of the contract.

¹² See *Form 466 Deadline Order*, 30 FCC Rcd at 231, para. 3.

associated funding request.¹³ The responsibility to submit complete and accurate information remains at all times the sole responsibility of the applicant.¹⁴ USAC is not authorized to waive the FCC's rules and requirements governing the Telecom Program.¹⁵

Maniilaq's Funding Requests

FRNs Listed in Appendix A. On April 22, 2014 and August 31, 2014, Maniilaq submitted FCC Forms 465 requesting bids for services for FY 2014.¹⁶ On April 10, 2015, Maniilaq submitted corresponding FCC Forms 466, seeking support for services provided by General Communications, Inc. (GCI).¹⁷ On each of the FCC Forms 466, Maniilaq indicated that it did not receive any bids in response to the corresponding FCC Forms 465.¹⁸ To support the information provided on the FCC Forms 466, Maniilaq submitted, amongst other documentation, its five (5) year contract with GCI that was signed by Maniilaq and GCI on February 25, 2015.¹⁹ Maniilaq did not provide copies of the bids or responses that it received in response to its FY 2014 FCC Forms 465 posted on USAC's website. Between April 22, 2015 and September 2, 2015, USAC issued Funding Commitment Letters (FCLs) and granted Evergreen status to Maniilaq's contract with GCI.²⁰

Between May 12, 2017 and June 29, 2017, Maniilaq submitted FCC Forms 466 for the FRNs listed in Appendix A seeking support for services provided by GCI in FY 2017.²¹ To support the information provided on the FCC Forms 466, Maniilaq submitted its contract with GCI that USAC deemed Evergreen in FY 2014. The FRNs listed in Appendix A were associated with the same FY 2014 FCC Forms 465 and competitive bidding process that Maniilaq underwent to request bids for services in FY 2014.

FRNs Listed in Appendix B. On December 3, 2015 and December 7, 2015, Maniilaq submitted

¹³ See *id.*

¹⁴ See *Rural Health Care Support Mechanism*, WC Docket No. 02-60, Report and Order, 27 FCC Rcd 16678, 16785, para. 242; 16803, para. 300 (2012).

¹⁵ See generally, 47 C.F.R. § 54.702(c) (2014) ("[USAC] may not make policy, interpret unclear provisions of the statute or rules, or interpret the intent of Congress."); 47 C.F.R. § 1.3 (2014) ("The provisions of this chapter may be suspended, revoked, amended, or waived for good cause shown, in whole or in part, at any time by the Commission, subject to the provisions of the Administrative Procedures Act and the provisions of this chapter.").

¹⁶ See FY 2014 FCC Form 465 No. 43142405 (Apr. 22, 2014); see FY 2014 FCC Form 465 No. 43147160 (Aug. 31, 2014).

¹⁷ See FY 2014 FCC Form 466 for FRN 1456414 (Apr. 10, 2015); see FY 2014 FCC Forms 466 for FRNs 1457353 and 1464231 (June 12, 2015).

¹⁸ See *id.*

¹⁹ See GCI Medical Services Agreement HC-424, GCI Communication Corp. (Feb. 25, 2015).

²⁰ See Funding Commitment Letter (FCL) for FRN 1456414 (Apr. 22, 2015); see FCL for FRN 1464231 (June 24, 2015); see FCL for FRN 1457353 (Sept. 2, 2015).

²¹ See FCC FY 2017 Form 466 for FRN 1720870 (May 12, 2017); see FY 2017 FCC Form 466 for FRN 1720847 (June 14, 2017); see FY 2017 FCC Form 466 for FRN 1727453 (June 29, 2017).

FCC Forms 465 requesting bids for services for FY 2015.²² On April 19, 2016 and April 22, 2016 Maniilaq submitted corresponding FCC Forms 466, seeking support for services provided by GCI.²³ On each of the FCC Forms 466, Maniilaq indicated that it did not receive any bids in response to the corresponding FCC Forms 465.²⁴ To support the information provided on the FCC Forms 466, Maniilaq submitted, amongst other documentation, its five (5) year contract with GCI that was signed by Maniilaq and GCI on February 1, 2016.²⁵ Maniilaq did not provide copies of the bids that it received in response to the FCC Forms 465. On May 18, 2016, USAC issued FCLs and granted Evergreen status to Maniilaq's contract with GCI.²⁶

Between March 31, 2017 and May 12, 2017, Maniilaq submitted FCC Forms 466 for the FRNs listed in Appendix B seeking support for services provided by GCI in FY 2017.²⁷ To support the information provided on the FCC Forms 466, Maniilaq submitted its contract with GCI that USAC deemed Evergreen in FY 2015. The FRNs listed in Appendix B were associated with the same FY 2015 FCC Forms 465 and competitive bidding process that Maniilaq underwent to request bids for services in FY 2015.

USAC's Information Requests. On November 3, 2017, USAC sent information requests to Maniilaq for the FRNs listed in Appendices A and B, requesting that it provide, among other items, copies of all bids received in response to its FCC Forms 465, and, an explanation of Maniilaq's basis for disqualifying or not considering any of the bids that it received.²⁸ In response to USAC's information requests, Maniilaq submitted bids that it received from EarthLink (dated September 2, 2014) and GCI (dated January 19, 2016), and, a memorandum, dated January 28, 2015, which explained Maniilaq's competitive bidding process.²⁹ Specifically, the memorandum stated that Maniilaq received two (2) bids in response to its FCC Forms 465, one from EarthLink, dated September 2, 2014, and the other from GCI, dated November 6, 2014.³⁰ Maniilaq did not provide the bid from GCI, that it received as a result of its FY 2014 competitive bidding process, with its response to USAC's information request.³¹ On November

²² See FY 2015 FCC Forms 465 Nos. 43159646, 43159648, 43159663, 43159665, 43159668, 43159669, 43159670, 43159671, and 43159672 (Dec. 3, 2015); see FY 2015 FCC Forms 465 Nos. 43159666 and 43159667 (Dec. 7, 2015).

²³ See FY 2015 FCC Forms 466 for FRNs 1578617 and 1578619 (Apr. 19, 2016); see FY 2015 FCC Forms 466 for FRNs 1573431, 1578883, 1578888, 1578889, 1578890, 1578892, 1578894, 1578896, and 1578898 (May 18, 2016).

²⁴ See *id.*

²⁵ See GCI Medical Services Agreement HC-465, GCI Communication Corp (Feb. 1, 2016).

²⁶ See Funding Commitment Letters for FRNs 1573431, 1578617, 1578619, 1578883, 1578888, 1578889, 1578890, 1578892, 1578894, 1578896, and 1578898 (May. 18, 2016).

²⁷ See FY 2017 FCC Forms 466 for FRNs 1714957, 1714995, 1714996, and 1714997 (Mar. 31, 2017); see FY 2017 FCC Forms 466 for FRNs 1715126 and 1715129 (Apr. 3, 2017); see FY 2017 FCC Forms 466 for FRNs 1720854, 1720857, 1720860, 1720861, and 1720862 (May 12, 2017).

²⁸ See Letters from Rural Health Care Division, USAC, to Maniilaq Association (Nov. 3, 2017).

²⁹ See Email from Christina Hensley, Maniilaq Association, to Rural Health Care Division, USAC (Nov. 16, 2017).

³⁰ See Interoffice Memorandum, from Timothy Scheurch, President/CEO to Christina Hensley, Interim CIO (Jan. 28, 2015).

³¹ Maniilaq provided a copy of GCI's November 6, 2014 bid with its Appeal.

30, 2018, USAC denied the FRNs listed in Appendices A and B because Maniilaq violated the FCC's competitive bidding rules as it did not submit to USAC copies of all bids and responses submitted in response to its FCC Forms 465 with its original funding requests.³²

Maniilaq's Appeal

On January 29, 2019, Maniilaq appealed USAC's denial of the FRNs listed in Appendices A and B.³³ In the Appeal, Maniilaq makes the following arguments: (1) Maniilaq's submission of EarthLink's bid response was as a result of an administrative error that had no impact on the outcome of its competitive bidding process; (2) Maniilaq should not have submitted EarthLink's response to the RFP in response to USAC's FY 2017 information request because the bid was not responsive to the RFP; (3) Maniilaq complied with the RHC program competitive bidding requirements and did not receive more funding than it was entitled to³⁴; (4) GCI was the only service provider that responded to Maniilaq's FY 2015 request for services, thus, EarthLink's bid proposal was not relevant to Maniilaq's FY 2015 competitive bidding process; and (5) USAC should not deny support to Maniilaq under the FRNs listed in Appendices A and B as this would go against the FCC's Policy Statement on dealings with Tribes and Alaska Native organizations.³⁵ Maniilaq cites to multiple instances in which the FCC granted appeals for applicants in the Schools and Libraries E-Rate Program where USAC denied the applicants' funding due to clerical errors made on their applications.³⁶

Maniilaq requests that USAC reverse the funding denials, or, at a minimum, provide support to Maniilaq under the FRNs listed in Appendix B as these FRNs were not associated with EarthLink's bid proposal.³⁷ Maniilaq requests that, if any of the deficiencies impact its FY 2018 funding requests or any future funding year funding requests, USAC include its future funding years in the requested relief.³⁸ With the Appeal, Maniilaq provided copies of GCI and EarthLink's bids that it received in 2014 and a copy of GCI's bid that it received in 2016.

Administrator's Decision on Appeal

Maniilaq's arguments are without merit, but we will briefly discuss them below.

*Argument 1 – Submitting EarthLink's response to the RFP was an administrative error.*³⁹

³² See Administrator's Denials of FRNs listed in the Appendices A and B.

³³ See *Appeal*.

³⁴ See *id* at 5.

³⁵ See *id* at 6.

³⁶ See *id* at 6 – 8.

³⁷ See *id* at 11.

³⁸ See *id*.

³⁹ See *Appeal* at 5-6.

Maniilaq argues that it “should not have submitted the 2014 information from EarthLink in response to USACs’ [sic] FY2017 information requests because Maniilaq had not treated EarthLink’s information as a bid responsive to the 2014 RFP.” Maniilaq also cites to the *Bishop Perry Order* to justify the assertion that “the response to the USAC information request was a clerical error.”⁴⁰ USAC finds it troubling that Maniilaq characterizes its inclusion of EarthLink’s response to the RFP as an “administrative error” and finds this argument is without merit. Maniilaq’s failure to disclose that it received two bids or responses to its FY 2014 RFP and one response to its FY 2015 RFP is not a clerical error. Rather, a clerical error would have been if Maniilaq inadvertently indicated that it received no bids on its funding request but sent in copies of the bids, or vice versa. Here, Maniilaq stated that it had no bids and did not provide copies of the bids it actually received with its funding requests.

The rules require that all bids and *responses* to the RFP be submitted with the funding request form.⁴¹ Maniilaq’s funding request was not denied merely because it failed to disclose the EarthLink response to the RFP with its funding request, but rather because it failed to disclose both Earthlink and GCI responses to the RFP.⁴² Even though Maniilaq disqualified the EarthLink response and found it nonresponsive, it was required to provide a copy of it and at a minimum provide a copy of the winning bidder’s proposal.

*Argument 2 – Maniilaq should not have submitted EarthLink’s response to the RFP because it was not responsive.*⁴³

This argument is without merit, because FCC rules require applicants to submit copies of all responses to the RFP.⁴⁴

*Argument 3 – Maniilaq complied with competitive bidding requirements and did not receive more funding than it was entitled to.*⁴⁵

Maniilaq argues that not disclosing the bids it received was harmless error because it did not receive more funding that it was entitled to. As stated above, Maniilaq did not comply with the FCC’s competitive bidding rules and requirements because it failed to submit copies of the bids and responses that it received with its FY 2014 and FY 2015 funding request forms.

⁴⁰ See Appeal at 5, citing to *In the Matter of Request for Review of the Decision of the Universal Service Administrator by Bishop Perry Middle School New Orleans*, CC Docket No. 02-6, Order, 21 FCC Rcd 5316, 5320 (2006) (Bishop Perry Order).

⁴¹ 47 C.F.R § 54.603(b)(4).

⁴² Maniilaq did not provide GCI’s bid for FY 2014 in its response to USAC’s information request. It only provided GCI’s FY 2015 bid. Maniilaq submitted a copy of GCI’s FY 2014 bid with the Appeal.

⁴³ See Appeal at 5.

⁴⁴ 47 C.F.R § 54.603(b)(4).

⁴⁵ See Appeal at 6.

*Argument 4 – GCI was the only service provider that responded to Maniilaq’s FY 2015 request for services, thus EarthLink’s non-responsive bid was not relevant to Maniilaq’s FY 2015 competitive bidding process.*⁴⁶

This argument is also without merit because Maniilaq failed to disclose receipt of GCI’s bid and provide a copy of GCI’s bid with its FY 2015 funding requests.

*Argument 5 – USAC should not deny support to Maniilaq under the FRNs listed in Appendices A and B as this would go against the FCC’s Policy Statement on dealings with Tribes and Alaska Native organizations.*⁴⁷

Maniilaq cites to several FCC orders as it asserts that granting this Appeal and funding the FRNs in Appendices A and B falls square within prior FCC policy decisions. However, this case is distinguishable from the orders Maniilaq cites. As discussed above, failing to disclose the correct number of bids and not providing copies of the bids with the funding requests does not constitute a clerical error comparable to those described in the *Bishop Perry Order*. Maniilaq’s position is also distinguishable from the facts found in the *Bradford Regional Medical Center Order*, where the FCC waived the filing deadline for an HCP that filed the wrong form.⁴⁸ Maniilaq cites to several FCC Orders where the FCC waives its rules to accommodate applicants’ funding requests for errors it deemed clerical or administrative.⁴⁹ USAC does not have the authority to waive FCC rules.⁵⁰ Maniilaq also argues that it is a “regional organization formed by sovereign Alaska Native nations, each of which is federally recognized by the United States Department of the Interior,” and thus is considered a “tribal organization” as defined in Section 5304(1) of the Indian Self-Determination and Education Assistance Act of 1975 (ISDEAA).⁵¹ As such, Maniilaq argues that its ability to provide health care with RHC funds is part of the federal trust responsibility to Tribes and their members.⁵²

Based on a review of the facts and documentation provided, USAC finds that Maniilaq did not comply with the FCC’s competitive bidding rules as it failed to submit copies of the bids and *responses* it received with its FY 2014 and FY 2015 requests for funding.⁵³ Regardless of

⁴⁶ *Id.*

⁴⁷ *See id* at 6-11.

⁴⁸ *In the Matter of Request for Review Bradford Regional Medical Center*, WC Docket No. 02-60, Order, 25 FCC Rcd 7221 (2010) (*Bradford Regional Medical Center Order*).

⁴⁹ *See Appeal* at 6-8, citing *Bishop Perry Order*; *Bradford Regional Medical Center Order*; *In the Matter of Requests for Review of Decisions of the Universal Service Administrator Bay Shore Union Free School District Bay Shore, New York*, WC Docket No. 02-60, Order, 25 FCC Rcd. 7221, 7221 (2010); and *In the Matter of Requests for Waiver and Review of Decisions of the Universal Service Administrator by Public Works Commission of Fayetteville*, WC Docket No. 02-60, Order, 26 FCC Rcd 4881, 4881-82 (2012).

⁵⁰ *See supra* note 16.

⁵¹ *See Appeal* at 8.

⁵² *Id.* at 8-9.

⁵³ 47 C.F.R § 54.603(b)(4).

Maniilaq's status as a tribal organization, it is still required to comply with RHC Program rules in order to receive funding. Specifically, with respect to the FRNs listed in Appendix A, Maniilaq did not provide copies of EarthLink's September 2, 2014 bid and GCI's November 6, 2014 bid with the original FY 2014 FCC Forms 466 that resulted in USAC granting Evergreen status to Maniilaq's February 25, 2015 contract with GCI. Pursuant to FCC rules, Maniilaq was required to provide a copy of EarthLink's response to the RFP, even if it was not considered a valid bid.⁵⁴ At a minimum, Maniilaq was required to submit a copy of GCI's bid with its funding request. Further, USAC does not view Maniilaq's entry of no bids on its funding requests, coupled with its failure to submit bids and responses to the RFP as a mere clerical error.

With respect to the FRNs listed in Appendix B, Maniilaq did not provide a copy of GCI's January 19, 2016 bid with the original FY 2015 FCC Forms 466 that resulted in USAC granting Evergreen status to Maniilaq's February 1, 2016 contract with GCI. Even though GCI was the only bidder, Maniilaq was still required, under the program rules, to submit a copy of GCI's bid.⁵⁵ As a result, USAC was unable to determine whether the FRNs listed in Appendices A and B complied with the FCC's competitive bidding rules. Maniilaq sought support for services provided under contracts that were granted Evergreen status that were not entered into as a result of a competitive bidding process that complied with the FCC's competitive bidding rules.

Conclusion

USAC finds that Maniilaq did not provide sufficient documentation to demonstrate that the FRNs listed in Appendices A and B complied with the FCC's competitive bidding rules. Specifically, Maniilaq failed to submit copies of the bids and responses received in response to the FY 2014 and 2015 request for services. As a result, USAC denies the Appeal.

If you wish to appeal this decision to the FCC or request a waiver, you can follow the instructions pursuant to 47 C.F.R. Part 54, Subpart I (47 C.F.R. §§ 54.719 to 725). Further instructions for filing appeals or requesting waivers are available at:

<http://www.usac.org/about/about/program-integrity/appeals.aspx>

Sincerely,

/s/ Universal Service Administrative Company

Cc: Geoffrey D. Strommer, Hobbs, Straus, Dean & Walker LLP
Craig A. Jacobson, Hobbs, Straus, Dean & Walker LLP

⁵⁴ *Id.*

⁵⁵ *Id.*

APPENDIX A

Maniilaq Association FY 2017 FRNs Submitted as a Result of FY 2014 Competitive Bidding Process

HCP No.	HCP Name	FRN	Form 465 Application No.	Evergreen Determination FRN	Contract ID
10810	Maniilaq Medical Center	1720870	43142405	1456414	805354
10810	Maniilaq Medical Center	1720847	43147160	1457353	805354
10810	Maniilaq Medical Center	1727453	43147160	1464231	805354

APPENDIX B

Maniilaq Association FY 2017 FRNs Submitted as a Result of FY 2015 Competitive Bidding Process

HCP No.	HCP Name	FRN	Form 465 Application No.	Evergreen Determination FRN	Contract ID
10249	Maniilaq Association - Kiana Clinic	1720857	43159648	1578617	879477
10249	Maniilaq Association - Kiana Clinic	1720860	43159648	1578617	879477
10811	Ambler Clinic	1714957	43159665	1578619	879477
10812	Buckland Clinic	1720849	43159666	1578883	879477
10813	Deering Clinic	1714995	43159663	1578888	879477
10814	Kivalina Clinic	1714996	43159667	1578889	879477
10815	Kobuk Clinic	1714997	43159668	1578890	879477
10816	Noatak Clinic	1720861	43159669	1578892	879477
10816	Noatak Clinic	1720862	43159669	1578892	879477
10817	Noorvik Clinic	1720854	43159646	1573431	879477
10818	Point Hope Clinic	1715126	43159670	1578894	879477
10819	Selawik Clinic	1720855	43159671	1578896	879477
10820	Shungnak Clinic	1715129	43159672	1578898	879477