

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

In the Matter of

**Request for Review and/or Waiver by  
Yukon-Kuskokwim Health Corporation  
of Decision of Universal Service Administrator**

WC Docket No. 02-60

### REQUEST FOR REVIEW AND/OR WAIVER

The Yukon-Kuskokwim Health Corporation (YKHC) respectfully seeks review of, and/or a waiver in connection with, USAC's decision to not accept YKHC's FY 2019 funding request (Form 466) for a new Health Care Provider (HPC), Mertavik Clinic, located in Mertavik, Alaska under the Rural Health Care Telecommunications Program.

YKHC submitted Form 465 on April 24, 2019. USAC did not post the form until May 3, 2019. The twenty-eight (28) day competitive bidding period ran through May 31, 2019, which was also the last day of the FY 2019 filing period. As a result, YKHC was not able to file Form 466 online by May 31, 2019.

YKHC requested USAC accept its Form 465 as of May 2, 2019, so it could file Form 466 online by May 31, 2019. In the alternative, YKHC requested USAC accept its Form 466 and supporting documentation, which it filed by e-mail on May 31, 2019, one (1) day early. USAC declined.

YKHC requests the FCC accept YKHC's funding request (Form 466) for HPC Mertavik Clinic for FY 2019 as timely. In the alternative, YKHC requests a waiver of the rule regarding the competitive bidding period – shortening the period by one (1) day. There is only one service

provider in the Yukon-Kuskokwim Delta region, so shortening the bidding period has no detrimental effect.

**Program:** Rural Health Care Telecommunications Program

**Funding Year:** 2019

**Entity:** Yukon-Kuskokwim Health Corporation (YKHC)

**Entity No.:** 8CP67233

**Health Care Provider (HCP):** 67233

**HCP Name:** Mertavik Clinic

**FCC Form 465 Application No.:** 43195129

**Contact Information:** Mark Jones, IT Security Officer  
YKHC  
P.O. Box 528  
Bethel, AK 99559  
907-543-6950  
Mark.Jones@ykhc.org

Christopher Beltzer, General Counsel  
YKHC  
P.O. Box 528  
Bethel, AK 99559  
907-543-6931  
Christopher\_Beltzer@ykhc.org

**Description of Application Process and Explanation of Relief Sought:**

YKHC provides comprehensive health care services to approximately 30,000 people living in more than fifty (50) rural and remote communities in southwest Alaska, across a largely roadless region the size of Oregon. It operates the Yukon-Kuskokwim Delta Regional Hospital, five (5) sub-regional clinics, and over forty (40) village clinics. Forty-eight (48) of these facilities, including the Newtok Clinic, have participated in Rural Health Care Telecommunications Program for many years. All of the existing facilities have renewed funding requests pending with USAC for FY 2019.

Due to the effects of erosion, one of the communities, Newtok, Alaska (population less than 500), is currently relocating to an undeveloped and unpopulated area approximately six

miles away. The new location is called Mertavik. The relocation will take some time, as homes, facilities, and infrastructure are completed, but a number of families intend to move to Mertavik this year. A small village clinic will be operational in October 2019. The Mertavik clinic will be approximately the same size and provide the same services to the same population as the clinic in Newtok. Once the relocation is complete, Newtok will no longer exist. In other words, it will be as if Newtok was lifted off the map, set down six miles away, and renamed Mertavik.

YKHC started the process for submitting a new FY 2019 funding request for HBC Mertavik by submitting Form 465 to USAC on April 24, 2019. Exhibit 1. USAC requested additional information on April 25, 2019. Exhibit 2. On April 30, 2019, Mark Jones, IT Security Office for YKHC, provided additional information indicating the Mertavik clinic would provide the same services as that of Newtok. *Id.*

USAC determined Mertavik was eligible to participate in the RHC Program, but it did not post the FCC Form 465 on its website until May 3, 2019. Exhibit 3. Under strict application of the 28-day competitive bidding window, YKHC would not be able to submit Form 466 online until June 1, 2019. This would be one day late. The filing deadline to submit Form 466 was May 31, 2019.

By e-mail dated May 16, 2019, Mr. Jones objected to USAC's May 3, 2019 posting date, explaining that YKHC provided the necessary information to USAC prior to May 3, 2019. *Id.* He also noted that service provider GCI would be the only bidder for Mertavik in FY 2019. GCI is the only service provider in the Yukon-Kuskokwim Delta region. Mr. Jones requested USAC adjust the ACSD for Form 465 to allow YKHC to submit a Form 466 by the deadline on May 31, 2019, instead of June 1, 2019. *Id.*

On May 16, 2019, USAC declined to shorten the bidding period. Exhibit 4.

On May 31, 2019, Mr. Jones asked USAC to allow it to submit a Form 466 that day, one day early, instead of June 1, 2019. Exhibit 5. USAC declined. Exhibit 6 at 1.

Later on May 31, 2019, at 7:51pm Alaska time, YKHC submitted a complete Form 466 with supporting documentation to USAC by e-mail. *Id.* at 1-60. On May 31, at 7:59pm Alaska time, USAC responded that it was “not able to receive (the) message as the file was too large. Please restructure and resubmit.” Exhibit 7.

On June 1, 2019, Mr. Jones attempted to submit Form 466 to USAC online; however, an error message prevented Mr. Jones from completing the process. Exhibit 8 (*see* page 2, line 26). If Mr. Jones had been able to submit Form 466, he expected to receive an official denial from USAC, from which he intended appeal. *Id.* at 1.

On June 3, 2019, Mr. Jones again submitted Form 466 with supporting documentation to USAC by e-mail. Exhibit 9. USAC responded that the filing window had closed on May 31, 2019. Exhibit 10.

On June 24, 2019, Mr. Jones again submitted Form 466 with supporting documentation to USAC by e-mail. Exhibit 11.

On July 17, 2019, Mr. Jones again submitted Form 466 with supporting documentation to USAC by e-mail. Exhibit 12. On July 18, 2019, USAC responded, “If you have missed the filing window for an eligibility form, you will have to submit your Funding Request during the next filing window. According to FCC rules, FCC Forms 462 and 466 can only be submitted during a **filing window**.” Exhibit 13.

## **Conclusion**

YKHC is submitting this FCC request for review/request for waiver within sixty (60) days of the close of the FY 2019 filing window, May 31, 2019.

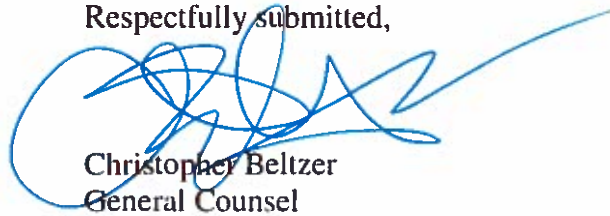
It is YKHC's position it submitted adequate information in support of its Form 465 by April 28, 2019. However, USAC did not post Form 465 until May 3, 2019. Had USAC posted the form by no later than May 2, 2019, the competitive bidding period would have run, and YKHC would have been able to file Form 466 online by the close of the FY 2019 filing period on May 31, 2019.

After May 3, 2019, YKHC requested USAC adjust the ACSD by one day so it could file Form 466 online by May 31, 2019. In the alternative, YKHC requested USAC accept its Form 466 and supporting documentation one day early by e-mail on May 31, 2019. USAC declined. Accordingly, YKHC requests review of USAC's decision to not post its Form 465 by May 2, 2019; to not adjust the ACSD by one day; and to not accept its Form 466 on May 31, 2019.

In the alternative, YKHC requests a waiver from the FCC rule regarding the competitive bidding period. It requests a waiver of one (1) day. There is no benefit to strictly requiring a mandatory twenty-eight (28) day competitive bidding window in the Yukon-Kuskokwim Delta, and there is no harm in shortening the window by one day, as there is only one service provider in the Yukon-Kuskokwim Delta. If the FCC grants this waiver, YKHC's Form 466 and supporting documentation, which it filed with USAC by e-mail on May 31, 2019, would be timely.

Ultimately, it is YKHC's position it substantially complied with the Rural Health Care Telecommunications Program application process for HBC Mertavik for FY 2019, and it requests the FCC direct USAC to process its application.

Respectfully submitted,



Christopher Beltzer  
General Counsel  
Yukon-Kuskokwim Health Corporation  
P.O. Box 528  
Bethel, AK 99559

July 30, 2019

## CERTIFICATE OF SERVICE

I, Christopher Beltzer, certify that on this 30th day of July, 2019, I caused a copy of the foregoing Request for Review and/or Wavier 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

  
\_\_\_\_\_  
Christopher Beltzer





## Christopher Beltzer

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**From:** rhc-assist@usac.org  
**Sent:** Wednesday, April 24, 2019 12:10 PM  
**To:** Larry Howard; Mark Jones  
**Subject:** RHC Telecommunications Program - FCC Form 465 - Confirmation of Receipt, Review Pending - HCP # 67233  
**Attachments:** Submitted Form 465.pdf

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**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

[ External email message - this is not from YKHC ]

**Date:** 24-Apr-2019  
**Program:** Telecommunications Program  
**Funding Year:** 2019  
**Health Care Provider (HCP) Number:** 67233  
**HCP Name:** Mertarvik Clinic  
**FCC Form 465 Application Number:** 43195129

The Universal Service Administrative Company (USAC)'s Rural Health Care (RHC) Program received the electronically-submitted FCC Form 465 (Description of Services Requested and Certification Form) for the applicant referenced above on 24-Apr-2019 at 04:05 PM.

This email is a confirmation that the form has been received and that a review is in process. This email is not a confirmation of the applicant's eligibility, nor a confirmation that the form has been posted.

### Next Steps

Once the form has been reviewed and approved, the Mailing Contact (Block 2 of the submitted FCC Form 465) will receive an email containing the status of the form, and a copy of the form. Estimated processing time for the FCC Form 465 is three days\*, if no changes or corrections are needed to the form.

### 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](mailto: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 465, visit the Telecommunications Program Forms web page at [www.usac.org/rhc/telecommunications/tools/forms/](http://www.usac.org/rhc/telecommunications/tools/forms/).

\* Processing time is calculated from the date of receipt of a complete and accurate form, including all supporting documentation. Missing and inaccurate information will delay processing. Timeliness of responses to USAC requests for information affects processing time (applicants are required to provide a response to information requests within 14 calendar days).

This email has been sent to the primary contact (Block 2 of the FCC Form 465) or the primary account holder for this applicant. The primary account holder will be copied on this and all correspondence from USAC related to this applicant.

## Christopher Beltzer

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**From:** Mark Jones  
**Sent:** Friday, May 03, 2019 8:33 AM  
**To:** Brandon Malebranche  
**Cc:** Larry Howard  
**Subject:** RE: Info Request- Telecom FCC Form 465 HCP #67233 Mertarvik Clinic

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Thanks, Brandon. YKHC needs a network connection to support our electronic medical records, telemedicine encounters, and video conferencing to provide patient services in Mertarvik. I have not heard back from our village clinic team yet. It would be easier to get an answer from the village clinic team if I had some examples of services or procedure names that were considered eligible or qualifying for the Telecommunications program. Thanks again for your help. Although I have been working as the IT Security Officer for YKHC for over 13 years, this is the first time I have requested a new HCP be approved by USAC.

R. Mark Jones, CISM, PMP, CPhT

*IT Security Officer*

**Yukon-Kuskokwim Health Corporation**

**Financial Services**

P.O. Box 528 Bethel, AK 99559

(p) 907.543.6950 | (f) 907.543.6570 | (m) 907.545.4888

[www.ykhc.org](http://www.ykhc.org)

**From:** Brandon Malebranche [mailto:Brandon.Malebranche@usac.org]

**Sent:** Friday, May 3, 2019 4:55 AM

**To:** Mark Jones

**Cc:** Larry Howard

**Subject:** RE: Info Request- Telecom FCC Form 465 HCP #67233 Mertarvik Clinic

[ External email message – this is not from YKHC ]

Hi,

No Mark, there is no exhaustive list. I will review your response with my team and provide a determination.

Best,

Brandon

**From:** Mark Jones [mailto:Mark\_Jones@ykhc.org]

**Sent:** Thursday, May 02, 2019 6:02 PM

**To:** Brandon Malebranche

**Cc:** Larry Howard

**Subject:** RE: Info Request- Telecom FCC Form 465 HCP #67233 Mertarvik Clinic

Hi, Brandon,

Does USAC have a list of eligible outpatient services? I know there is a check list for community mental health centers. I have not seen anything similar for rural health clinics. Mertarvik will be doing telehealth consultations with doctors at Yukon Kuskokwim Delta Regional Hospital (HCP 10217). The clinic will also be staffed with a mid-level provider for urgent care needs, vaccinations, and evaluation and treatment of diabetes, respiratory infections, and chronic conditions.

R. Mark Jones, CISM, PMP, CPhT

*IT Security Officer*

**Yukon-Kuskokwim Health Corporation**

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P.O. Box 528 Bethel, AK 99559

(p) 907.543.6950 | (f) 907.543.6570 | (m) 907.545.4888

[www.ykhc.org](http://www.ykhc.org)

**From:** Brandon Malebranche [<mailto:Brandon.Malebranche@usac.org>]

**Sent:** Thursday, May 02, 2019 10:40 AM

**To:** Mark Jones

**Cc:** Larry Howard

**Subject:** RE: Info Request- Telecom FCC Form 465 HCP #67233 Mertarvik Clinic

[ External email message – this is not from YKHC ]

Hi Mark,

When eligible services are verified at this site I will be able to proceed.

Best,

Brandon

**From:** Mark Jones [[mailto:Mark\\_Jones@ykhc.org](mailto:Mark_Jones@ykhc.org)]

**Sent:** Wednesday, May 01, 2019 5:42 PM

**To:** Brandon Malebranche

**Cc:** Larry Howard

**Subject:** RE: Info Request- Telecom FCC Form 465 HCP #67233 Mertarvik Clinic

I have asked for a list of clinical services that are being provided through Mertarvik clinic. I will send that to you as soon as I get it. Other services at the clinic include voice over ip phone calls, video teleconferencing, telemedicine and telepsychiatry consultations.

R. Mark Jones, CISM, PMP, CPhT

*IT Security Officer*

**Yukon-Kuskokwim Health Corporation**

**Financial Services**

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[www.ykhc.org](http://www.ykhc.org)

**From:** Brandon Malebranche [<mailto:Brandon.Malebranche@usac.org>]

**Sent:** Wednesday, May 01, 2019 11:05 AM

**To:** Mark Jones

**Cc:** Larry Howard

**Subject:** RE: Info Request- Telecom FCC Form 465 HCP #67233 Mertarvik Clinic

[ External email message – this is not from YKHC ]

Hi,

My apologies, I meant eligible outpatient medical services.

Best,

Brandon

**From:** Mark Jones [[mailto:Mark\\_Jones@ykhc.org](mailto:Mark_Jones@ykhc.org)]

**Sent:** Wednesday, May 01, 2019 3:04 PM

**To:** Brandon Malebranche

**Cc:** Larry Howard

**Subject:** RE: Info Request- Telecom FCC Form 465 HCP #67233 Mertarvik Clinic

Hi, Brandon,

The temporary clinic at Mertarvik will initially be set up for satellite service. The temporary clinic will drop the satellite service and will be changed over to MPLS at a later date. When the permanent clinic is operational it will use MPLS.

R. Mark Jones, CISM, PMP, CPhT

*IT Security Officer*

**Yukon-Kuskokwim Health Corporation**

**Financial Services**

P.O. Box 528 Bethel, AK 99559

(p) 907.543.6950 | (f) 907.543.6570 | (m) 907.545.4888

[www.ykhc.org](http://www.ykhc.org)

**From:** Brandon Malebranche [<mailto:Brandon.Malebranche@usac.org>]

**Sent:** Wednesday, May 01, 2019 10:55 AM

**To:** Mark Jones

**Cc:** Larry Howard

**Subject:** RE: Info Request- Telecom FCC Form 465 HCP #67233 Mertarvik Clinic

[ External email message – this is not from YKHC ]

Hi,

Thank you for the thorough explanation. I had a follow up question.

What eligible services are performed at this clinic?

Best,

Brandon

**From:** Mark Jones [[mailto:Mark\\_Jones@ykhc.org](mailto:Mark_Jones@ykhc.org)]

**Sent:** Tuesday, April 30, 2019 6:37 PM

**To:** Brandon Malebranche

**Cc:** Larry Howard

**Subject:** RE: Info Request- Telecom FCC Form 465 HCP #67233 Mertarvik Clinic

Hi, Brandon,

The village of Newtok is being relocated by the government due to severe erosion and the effects of climate change.

YKHC will operate a temporary clinic in Mertarvik for the next two years, then a new clinic will be built to provide services to the village population that will migrate from Newtok to Mertarvik.

<https://www.commerce.alaska.gov/web/dcra/PlanningLandManagement/NewtokPlanningGroup.aspx>

<https://anthc.org/news/mertarvik-relocation-project-ramps-up-as-anthc-staff-visit-newtok/>

<https://www.alaskapublic.org/2018/12/28/newtok-is-on-the-move/>

[https://en.wikipedia.org/wiki/Newtok,\\_Alaska](https://en.wikipedia.org/wiki/Newtok,_Alaska)

The Mertarvik clinic is an extension of the current Newtok clinic, HCP 10223, providing the same outpatient services and sharing the same post office box. The Form 465 filed for the Mertarvik clinic includes the geo-coordinates of the new site. The temporary clinic is located within the construction camp building until the permanent clinic that will replace HCP 10223 is built and occupied. Please keep in mind that Mertarvik, Newtok, all the other YKHC clinics are in the bush, off the road system, and the Postal Service does not deliver mail to physical addresses. Many villages do not have physical addresses for their homes and businesses. All mail is delivered to PO Boxes. Newtok clinic and Mertarvik clinic have the same PO Box. There are only eight homes, a school facility, the construction camp, and a temporary clinic in Mertarvik this year.

Respectfully,

R. Mark Jones, CISM, PMP, CPhT

*IT Security Officer*

**Yukon-Kuskokwim Health Corporation**

Financial Services

P.O. Box 528 Bethel, AK 99559

(p) 907.543.6950 | (f) 907.543.6570 | (m) 907.545.4888

[www.ykhc.org](http://www.ykhc.org)

**From:** Brandon Malebranche [<mailto:Brandon.Malebranche@usac.org>]

**Sent:** Tuesday, April 30, 2019 6:57 AM

**To:** Mark Jones

**Cc:** Larry Howard

**Subject:** FW: Info Request- Telecom FCC Form 465 HCP #67233 Mertarvik Clinic

[ External email message – this is not from YKHC ]

Hi,

A friendly reminder.

Best,

Brandon

From: Brandon Malebranche  
Sent: Thursday, April 25, 2019 10:53 AM  
To: 'mark\_jones@ykhc.org'  
Cc: 'larry\_o\_howard@ykhc.org'  
Subject: Info Request- Telecom FCC Form 465 HCP #67233 Mertarvik Clinic  
Good Morning,  
Regarding the 465 of your HCP: 67233

1) The HCF order states that the HCP should provide sufficient information regarding its physical location in order to allow USAC to determine whether a particular site qualifies ([HCF Order, footnote 551](#)). Because I could not verify the site's address in Block 2, please verify the address of this location with a lease, bill, or official web link. In addition, please list the outpatient medical services provided at this location. ***Please note that we do not accept email correspondence between parties, employee signed letters, nor Google Map searches as acceptable forms of address verification.***

2) This site and 10223 Newtok Clinic appear to share the same address and exist in our system. Please explain this site's relationship to the duplicate. If these sites are not the same, please provide a suite/office number to differentiate the sites.

Failure to provide all requested information by **Thursday, May 09, 2019** will result in a denial.

Best,

**Brandon Malebranche**

Assistant Program Analyst | Rural Health Care

USAC

[Brandon.Malebranche@usac.org](mailto:Brandon.Malebranche@usac.org) | [www.usac.org](http://www.usac.org)

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## Christopher Beltzer

---

**From:** Mark Jones  
**Sent:** Thursday, May 16, 2019 12:26 PM  
**To:** 'rhc-assist@usac.org'  
**Subject:** RE: RHC Telecommunications Program - FCC Form 465 - Confirmation of Posting - HCP # 67233

**Importance:** High

The ACSD for this Form 465 is listed as June 1, 2019, which is unacceptable. I submitted this form on April 24, 2019. I provided answers to several questions regarding the clinic before May 3, 2019. The entire village of Newtok, Alaska is being migrated to a new site nine miles away with State and Federal assistance due to the extensive erosion that is destroying Newtok. Both Newtok and Mertarvik are remote villages in the bush, off the road system, so people do not have the option to drive to another village for health services. They will require clinical services in their new village. However, the Mertarvik Clinic will not be able to open if USAC does not allow the clinic to submit a funding request for Funding Year 2019. Like YKHC's other clinics that have submitted 465s this year, GCI will be the only service provider to submit a bid for Funding Year 2019. The ACSD for Form 465 App # 43195129 for HCP 67233 should be within the funding request window for 2019 and the clinic should be allowed the opportunity to file a Form 466 before the deadline on May 31, 2019. Please adjust the ACSD for Form 465 App # 43195129.

R. Mark Jones, CISM, PMP, CPhT  
*IT Security Officer*  
**Yukon-Kuskokwim Health Corporation**  
**Financial Services**  
P.O. Box 528 Bethel, AK 99559  
(p) 907.543.6950 | (f) 907.543.6570 | (m) 907.545.4888  
[www.ykhc.org](http://www.ykhc.org)

**From:** rhc-assist@usac.org [mailto:rhc-assist@usac.org]  
**Sent:** Friday, May 03, 2019 9:00 AM  
**To:** Larry Howard; Mark Jones  
**Subject:** RHC Telecommunications Program - FCC Form 465 - Confirmation of Posting - HCP # 67233

[ External email message - this is not from YKHC ]

**Date:** 24-Apr-2019  
**Program:** Telecommunications Program  
**Funding Year:** 2019  
**Health Care Provider (HCP) Number:** 67233  
**HCP Name:** Mertarvik Clinic  
**FCC Form 465 Application Number:** 43195129

The Universal Service Administrative Company (USAC)'s Rural Health Care Program received the FCC Form 465 (Description of Services Requested and Certification Form) submitted by the HCP referenced above on 24-Apr-2019 at 04:05 PM. USAC has reviewed the form and determined that the HCP is eligible to participate in the RHC Program. The FCC Form 465 was posted on the USAC website on 03-May-2019.

### Next Steps

The FCC Form 465 must be posted on the USAC website for a minimum of 28 days before the HCP may enter into a service agreement or sign a contract for services. The earliest date the HCP may enter into an agreement with the service provider is called the Allowable Contract Selection Date (ACSD). The HCP's ACSD is 01-Jun-2019.

USAC recommends that all HCPs develop criteria to evaluate bids received from service providers. Using pre-established evaluation criteria will help ensure selection of the most cost-effective offer as required by the FCC's competitive bidding rules.

Once services and a service provider have been selected, use the FCC Form 466 (Funding Request and Certification Form) to request funding for each circuit/service. The FCC Form 466 submission must contain all required documentation. USAC cannot begin review of the form until all required information has been received.

### 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](mailto: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 465, visit the Telecommunications Program Forms web page at <http://www.usac.org/rhc/telecommunications/tools/forms/>.

The primary account holder will be copied on this and all correspondence from USAC related to this HCP.

## Christopher Beltzer

---

**From:** rhc-assist@usac.org  
**Sent:** Thursday, May 16, 2019 1:13 PM  
**To:** Mark Jones  
**Subject:** [SPF:Failed] Re: [SPF:Failed] Re: RHC Telecommunications Program - FCC Form 465 - Confirmation of Posting - HCP # 67233

---

[ External email message - this is not from YKHC ]

Hello Mark,

I am unclear on what you mean by "The Form 465 [should have been] posted on May 1, 2019". The 30 days timeframe noted on our website is an average. Some 465s may take a shorter or longer period of time to review.

Warm Regards,

Eric O.  
RHC-Assist Support Team  
Rural Health Care Program  
Universal Service Administrative Company  
RHC-Assist@usac.org

On 5/16/2019 4:57 PM, Mark Jones wrote:

Thank you, Eric. However, I provided answers to all of the eligibility questions by April 30, 2019. The error is with USAC. The HCP should have been declared eligible and the Form 465 posted on May 1, 2019.

R. Mark Jones, CISM, PMP, CPhT  
*IT Security Officer*  
**Yukon-Kuskokwim Health Corporation**  
**Financial Services**  
[P.O. Box 528 Bethel, AK 99559](#)  
(p) [907.543.6950](tel:907.543.6950) | (f) [907.543.6570](tel:907.543.6570) | (m) [907.545.4888](tel:907.545.4888)  
[www.ykhc.org](http://www.ykhc.org)

On May 16, 2019, at 12:52 PM, "[rhc-assist@usac.org](mailto:rhc-assist@usac.org)" <[rhc-assist@usac.org](mailto:rhc-assist@usac.org)> wrote:

[ External email message - this is not from YKHC ]

Hello Mark,

Thank you for your email. Unfortunately, the mandatory minimum length of the competitive bidding period is set by the FCC, and, as such, USAC does not have discretion to shorten it. The ACSD must remain as is for the 465 to be considered compliant with Program rules.

Warm Regards,

Eric O.  
RHC-Assist Support Team  
Rural Health Care Program  
Universal Service Administrative Company  
[RHC-Assist@usac.org](mailto:RHC-Assist@usac.org)

On 5/16/2019 4:26 PM, Mark Jones wrote:

The ACSD for this Form 465 is listed as June 1, 2019, which is unacceptable. I submitted this form on April 24, 2019. I provided answers to several questions regarding the clinic before May 3, 2019. The entire village of Newtok, Alaska is being migrated to a new site nine miles away with State and Federal assistance due to the extensive erosion that is destroying Newtok. Both Newtok and Mertarvik are remote villages in the bush, off the road system, so people do not have the option to drive to another village for health services. They will require clinical services in their new village. However, the Mertarvik Clinic will not be able to open if USAC does not allow the clinic to submit a funding request for Funding Year 2019. Like YKHC's other clinics that have submitted 465s this year, GCI will be the only service provider to submit a bid for Funding Year 2019. The ACSD for Form 465 App # 43195129 for HCP 67233 should be within the funding request window for 2019 and the clinic should be allowed the opportunity to file a Form 466 before the deadline on May 31, 2019. Please adjust the ACSD for Form 465 App # 43195129.

R. Mark Jones, CISM, PMP, CPhT

*IT Security Officer*

**Yukon-Kuskokwim Health Corporation**

**Financial Services**

P.O. Box 528 Bethel, AK 99559

(p) 907.543.6950 | (f) 907.543.6570 | (m) 907.545.4888

[www.ykhc.org](http://www.ykhc.org)

**From:** [rhc-assist@usac.org](mailto:rhc-assist@usac.org) [<mailto:rhc-assist@usac.org>]

**Sent:** Friday, May 03, 2019 9:00 AM

**To:** Larry Howard; Mark Jones

**Subject:** RHC Telecommunications Program - FCC Form 465 - Confirmation of Posting - HCP # 67233

[ External email message - this is not from YKHC ]

Date:	24-Apr-2019
Program:	Telecommunications Program
Funding Year:	2019
Health Care Provider (HCP) Number:	67233
HCP Name:	Mertarvik Clinic
FCC Form 465 Application Number:	43195129

The Universal Service Administrative Company (USAC)'s Rural Health Care Program received the FCC Form 465 (Description of Services Requested and Certification Form) submitted by the HCP referenced above on 24-Apr-2019 at 04:05 PM. USAC has reviewed the form and determined that the HCP is eligible to participate in the RHC Program. The FCC Form 465 was posted on the USAC website on 03-May-2019.

### Next Steps

The FCC Form 465 must be posted on the USAC website for a minimum of 28 days before the HCP may enter into a service agreement or sign a contract for services. The earliest date the HCP may enter into an agreement with the service provider is called the Allowable Contract Selection Date (ACSD). The HCP's ACSD is 01-Jun-2019.

USAC recommends that all HCPs develop criteria to evaluate bids received from service providers. Using pre-established evaluation criteria will help ensure selection of the most cost-effective offer as required by the FCC's competitive bidding rules.

Once services and a service provider have been selected, use the FCC Form 466 (Funding Request and Certification Form) to request funding for each circuit/service. The FCC Form 466 submission must contain all required documentation. USAC cannot begin review of the form until all required information has been received.

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](mailto: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 465, visit the Telecommunications Program Forms web page at <http://www.usac.org/rhc/telecommunications/tools/forms/>.

The primary account holder will be copied on this and all correspondence from USAC related to this HCP.

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## Christopher Beltzer

---

**From:** Mark Jones  
**Sent:** Friday, May 31, 2019 11:42 AM  
**To:** 'RHC-Assist@usac.org'  
**Subject:** YKHC - Mertarvik Clinic - FY 2019 - HCP 67233

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

YKHC is seeking funding for Mertarvik Clinic – HCP 67233 – for FY 2019. YKHC submitted Form 465 # 43195129 on 4/24/2019. YKHC provided additional information on 4/30/2019 regarding the relationship between Newtok Clinic – HCP 10223 – and Mertarvik Clinic, including the fact that Newtok Clinic, along with the entire population of the village of Newtok, Alaska, was being relocated to a new village called Mertarvik, Alaska. At that time, YKHC also made clear the fact that Mertarvik Clinic was an extension of Newtok Clinic and would offer the very same medical services. On 5/1 and 5/2 YKHC was asked again about the eligible medical services that would be offered by Mertarvik Clinic. YKHC reiterated that Mertarvik Clinic would provide the same services as Newtok Clinic. (Newtok has been receiving USAC funding for more than a decade.) USAC accepted this information as adequate but it did not post the Form 465 until 5/3. Thus, a delay of more than one day was caused by going back and forth on determining whether or not eligible medical services would be provided at Mertarvik Clinic. As a result, YKHC is not able to apply for funding until 6/1/2019, which is one day past the deadline for applying for funding for FY 2019. Denying the application for one day late, not allowing YKHC to submit a Form 466 on 5/31/2019, is a substantial hardship to YKHC and the citizens of Newtok, Alaska. The funding is a significant component of migrating the citizens of Newtok, Alaska to their new village of Mertarvik and ensuring Mertarvik Clinic is operational in FY 2019.

Can YKHC submit a Form 466 today, May 31, 2019, as it seems the determination of eligibility and the posting of Form 465 # 43195129 should have taken place on May 2, 2019 or earlier?

Further background:

Newtok is a small village on the Ningliq River near Alaska's Bering Sea coast. It appeared on the 1950 census as "Keyaluvik". At the 2010 census, the population was 354, mostly Alaskan Natives. Newtok is within the YKHC service area, and YKHC has operated a village clinic there for a number of years. Like many villages in the YKHC service area, Newtok is not connected to other communities by roads.

Newtok is rapidly losing land to a combination of erosion and thawing permafrost. The community is below sea level and will eventually be under water. The community decided to relocate, and acquired a site approximately 9 miles away in a land trade with US Fish and Wildlife called Mertarvik. In this year's federal budget bill, the Denali Commission was given an extra 15 mil which it intends to use on the relocation process. Eight families are expected to relocate to Mertarvik by fall 2019. Currently, Alaska Native Tribal Health Consortium is retrofitting a structure in Mertarvik to become a clinic. The Mertarvik Clinic will provide the same services to the same population as the Newtok Clinic. Mertarvik is also not connected to other communities by roads, so if a clinic is not operational, the community will not have access to health care without traveling several miles by boat, ATV, or air.

R. Mark Jones, CISM, PMP, CPhT

*IT Security Officer*

**Yukon-Kuskokwim Health Corporation**

**Financial Services**

P.O. Box 528 Bethel, AK 99559

(p) 907.543.6950 | (f) 907.543.6570 | (m) 907.545.4888

[www.ykhc.org](http://www.ykhc.org)



## Christopher Beltzer

---

**From:** Mark Jones  
**Sent:** Friday, May 31, 2019 7:51 PM  
**To:** 'RHC-Assist'  
**Subject:** RE: YKHC - Mertarvik Clinic - FY 2019 - HCP 67233  
**Attachments:** GCI Healthcare\_YKHC-Mertarvik\_FINAL\_05.29.19.pdf; Mertarvik Clinic HCP 67233 FY 2019 Form 466 20190531.pdf; USAC\_Grading\_Worksheet\_Mertarvik\_FY-2019.pdf; YKHC FY2019 Urban Rate Letter HC-555-03.pdf; YKHC HC-555-03 - Mertarvik Signed 5-31-19.pdf; YKHC HC-555-03 SO 2019-06-01.pdf; YKHC HC-555 MSA 2019-5-24 Signed.pdf

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**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Dear Sirs:

Although this is likely not an acceptable means of submitting a Form 466, attached is the Form 466 with bid, rural rate, and urban rate documentation for HCP 67233 for Funding Year 2019.

R. Mark Jones, CISM, PMP, CPHT  
*IT Security Officer*  
**Yukon-Kuskokwim Health Corporation**  
**Financial Services**  
P.O. Box 528 Bethel, AK 99559  
(p) 907.543.6950 | (f) 907.543.6570 | (m) 907.545.4888  
[www.ykhc.org](http://www.ykhc.org)

**From:** RHC-Assist [mailto:rhc-assist@usac.org]  
**Sent:** Friday, May 31, 2019 4:43 PM  
**To:** Mark Jones  
**Subject:** RE: YKHC - Mertarvik Clinic - FY 2019 - HCP 67233

[ External email message - this is not from YKHC ]  
Hi Mark,

While the RHC department does empathize with your situation, the filing window deadline is an FCC rule and therefore USAC does not have the authority to grant any exceptions to the deadline. Any exceptions would have to be granted through an FCC appeal. In addition, the Form 465 can take up to 3-5 business days to review before being approved and posted to our website. The RHC department included information regarding our eligibility form review timeframes in resources on our website, before the filing window opened in February 2019, to ensure that applicants were aware and planned their submissions accordingly to make the filing window deadline.

If you would like to move forward with filing an appeal directly with the FCC, including the information you explained below, further information can be found on our website [here](#).

Thank you,

Nicole Taylor  
RHC-Assist Support Team  
Rural Health Care Program  
Universal Service Administrative Company  
[RHC-Assist@usac.org](mailto:RHC-Assist@usac.org)

On 5/31/2019 3:42 PM, Mark Jones wrote:

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R. Mark Jones, CISM, PMP, CPhT

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A PROPOSAL FOR:

**Yukon-Kuskokwim Health Corporation**

IN RESPONSE TO A REQUEST FOR:

**Telecommunications Service**

MAY 31, 2019

## Thank you for your consideration.

It is with sincere pleasure GCI Healthcare offers Yukon-Kuskokwim Health Corporation (YKHC) this proposal to continue as your trusted technology and communication partner. In crafting this offering, we leveraged our twenty years of healthcare experience across Alaska and the long-term partnerships we formed in over 250 communities.

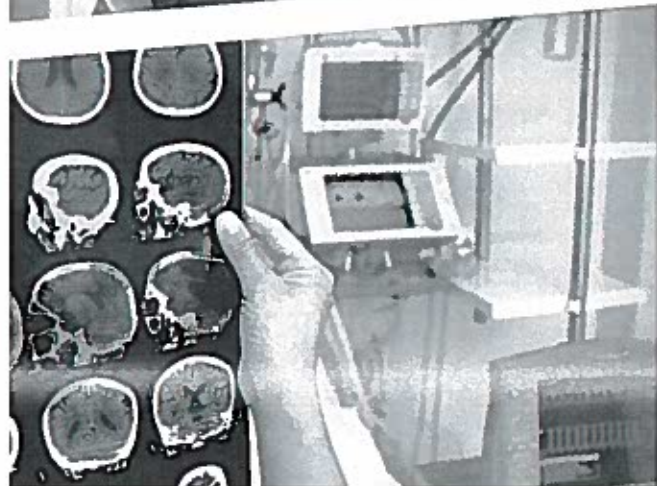
We are a team with deep technical and clinical expertise—passionate about promoting health and wellness in our communities and a dedication to improving access to care for all. We have been a proud participant in the USF program since its inception and believe in its purpose of bringing critical services to rural communities.

We hope to have the opportunity to continuing working with YKHC. Please contact Erik Schmidt at (907) 868-1657 or [eschmidt@gci.com](mailto:eschmidt@gci.com) with any questions.

Sincerely,



Pam Lloyd, Vice President,  
GCI Corporate Strategy: Government, Healthcare, and Education  
GCI Communication Corp.





## Partners in Healthcare

3

Since our founding 40 years ago, GCI has dedicated itself to the people of Alaska. Today, GCI is Alaska's largest homegrown company with over 2,000 employees in more than 250 Alaskan communities. Going into the next 40 years, we are continuing to respond to the needs of our communities.

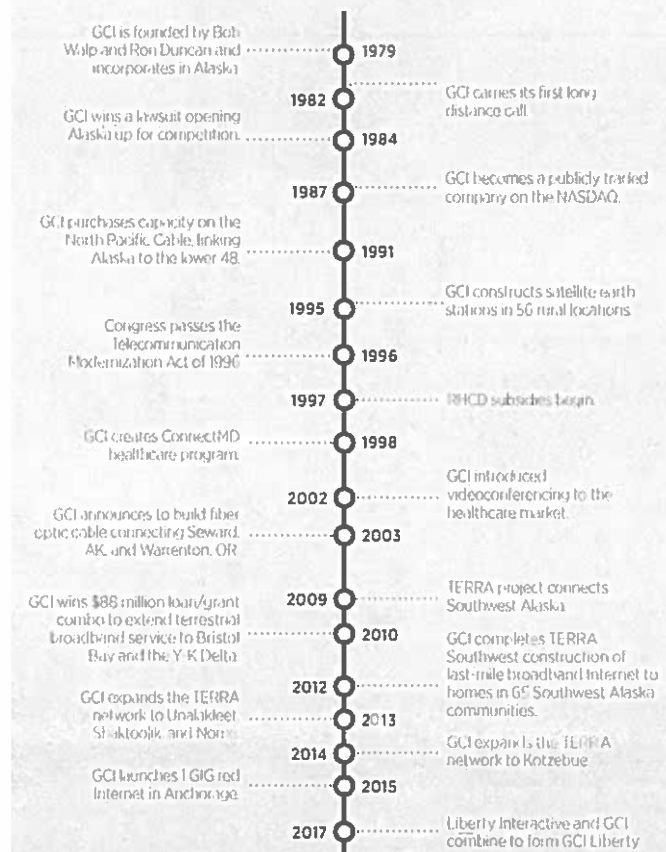
It was the needs of rural Alaska that lead to the creation of our healthcare group in 1998. Back then, connectivity was a critical piece of helping reduce disparities in access to healthcare. Today, we see technology continuing to help close gaps in access to quality and affordable medical care.

GCI's story is not complete without a focus on our clients and what they want to achieve. Our approach to service delivery is based on the needs of the technical, administrative, and medical staff of our members. Supporting you is a team of healthcare professionals and technologists who have devoted their careers to understanding how to use technology in healthcare settings.

For Yukon-Kuskokwim Health Corporation, we are offering a flexible solution based on supplementing our TERRA network in Alaska with High-Availability satellite connectivity for your critical subregional clinics. The services that use this network have been defined by customers, like you, in collaboration with our healthcare and technology experts. Our approach is to partner with you to combine our expertise to help enhance the availability of services to all populations, provide ongoing training opportunities for providers, and help improve the wellness of all our neighbors.

It is our hope that Yukon-Kuskokwim Health Corporation and GCI Healthcare can work together in a meaningful partnership to support the success of your patients, physicians, nurses, and allied health providers.

### Our History in Healthcare

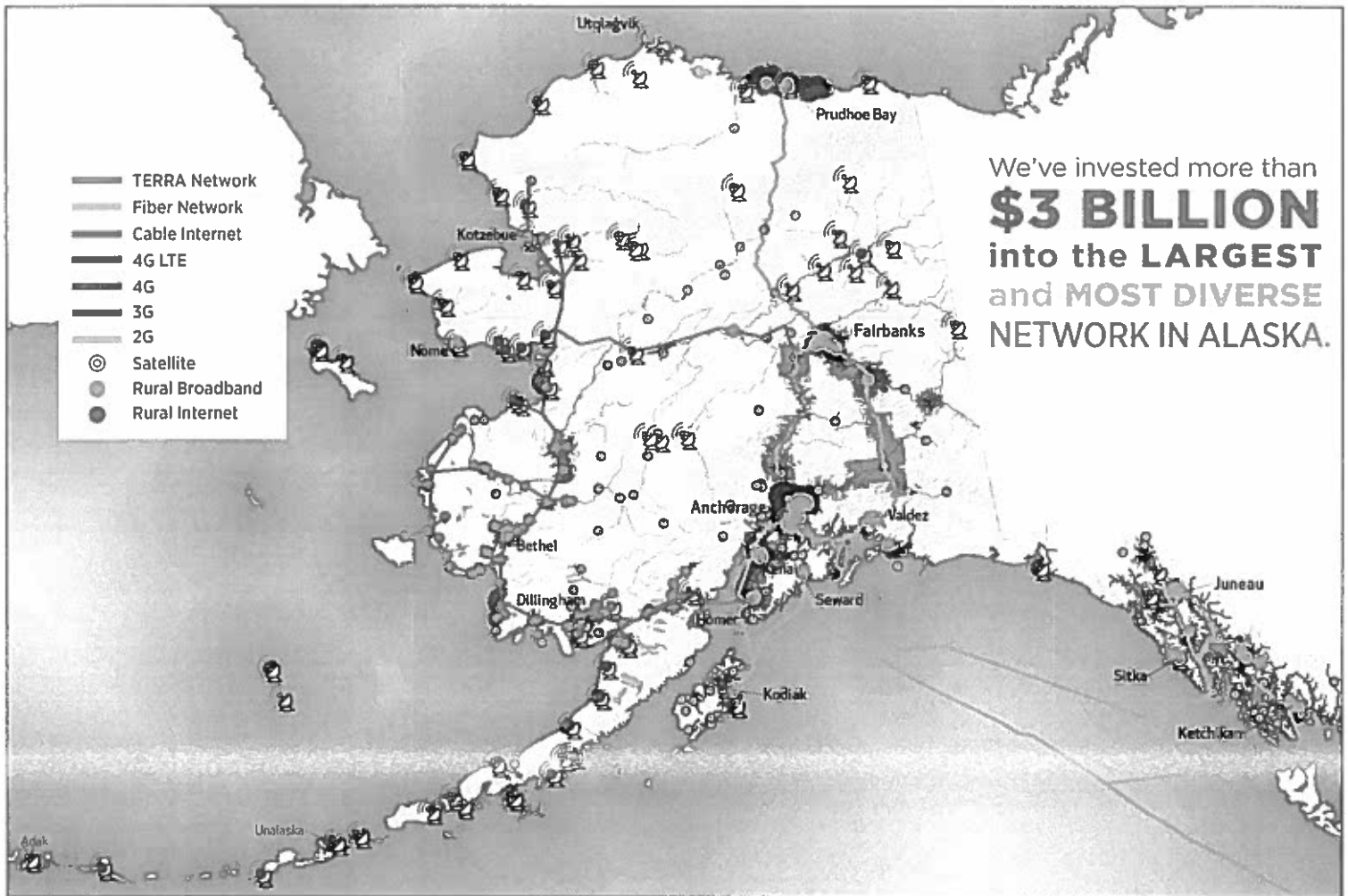






## Total Statewide Network

4



We've invested more than  
**\$3 BILLION**  
into the **LARGEST**  
and **MOST DIVERSE**  
NETWORK IN ALASKA.

©2019 GCI CUSTOMER CONFIDENTIAL - DO NOT DUPLICATE OR DISTRIBUTE



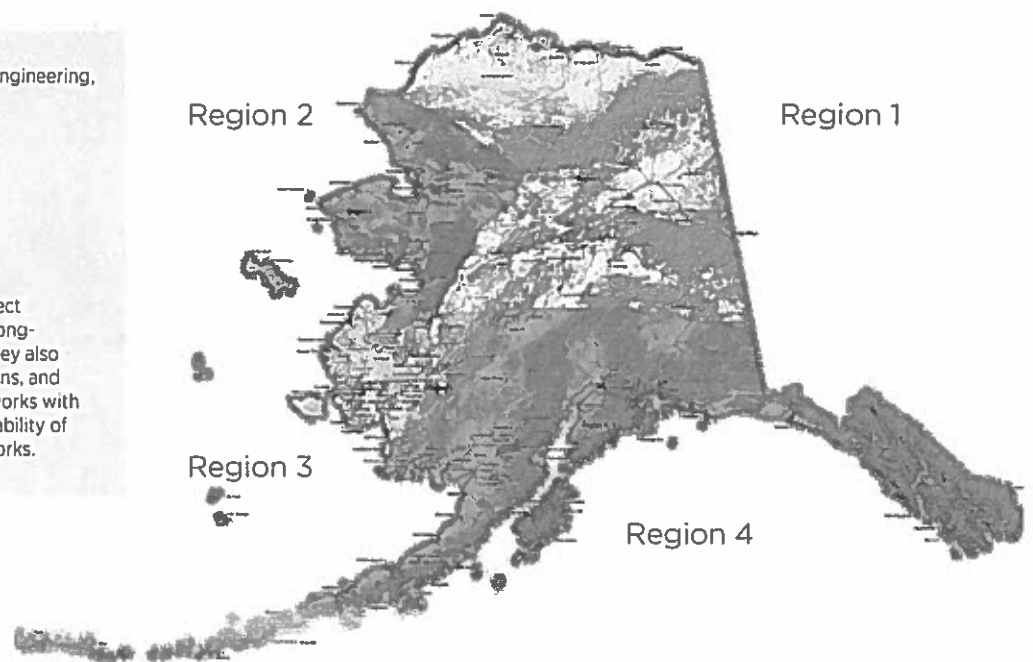
GCI's Rural Network Operations group has developed a structure to provide fast on-the-ground support for all rural communities.

Regional centers are staffed with technical personnel and equipment to provide customers with outstanding reliable network availability in rural Alaska. Regional staging dramatically reduces the time it takes to repair failed equipment. Elimination of the Anchorage to regional center transportation hop allows for a single flight to remote customer locations as well as providing spares for our centers.

The group is responsible for the daily engineering, operations, and maintenance of:

- TERRA
- Rural wireless cell sites
- Rural broadband
- Satellite network
- Urban and rural facilities

The group provides development, project management, and implementation of long-range strategic plans and initiatives. They also maintain design standards, specifications, and key performance indicators for all networks with a specific focus on increasing the availability of company critical facilities in rural networks.



TERRA, or Terrestrial for Every Rural Region of Alaska, is GCI's rural terrestrial broadband infrastructure project.

The network was uniquely designed using Arctic best practices. GCI selected a hybrid microwave-fiber approach to maximize the availability of the service and ensure ability to provide continuous service with minimal disruption to your business goals. This network uses a multi-ringed topology, allowing for traffic disruptions to be automatically identified and resolved without operator intervention.

## Important TERRA design characteristics

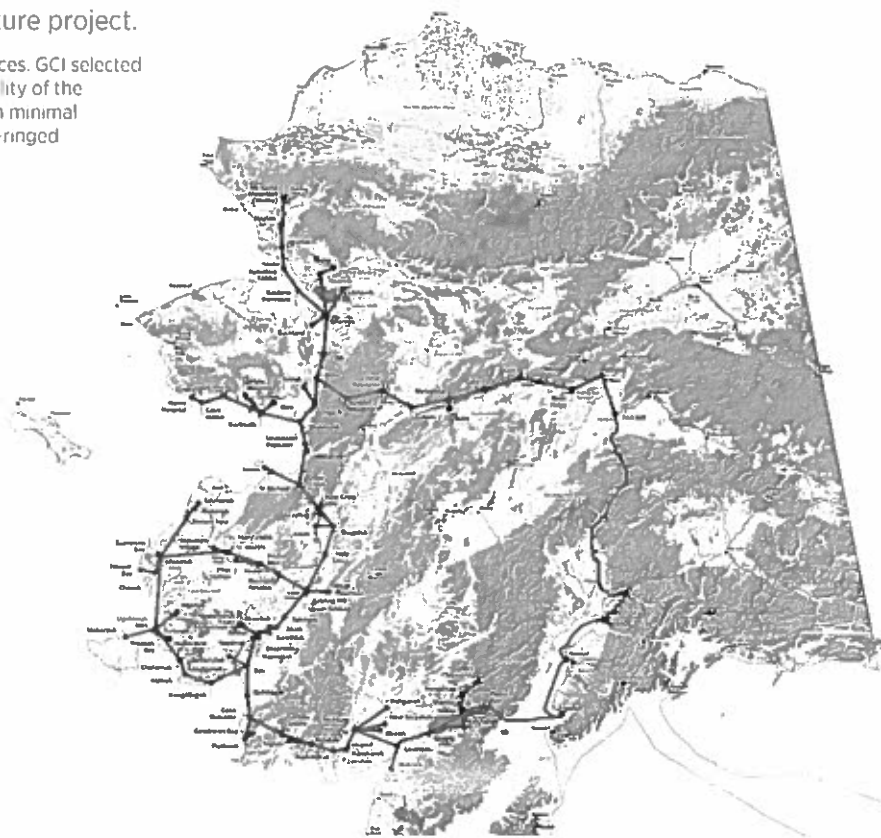
The towers are built to withstand, and to operate in, high wind conditions and under extreme ice loading conditions.

The microwave paths are engineered to operate reliably under various environmental degradations. This includes the use of space diversity techniques where appropriate to provide high availability performance.

Mountaintop prime power plants are comprised of redundant generators and a battery plant capable of running the site for two days in the event both generators should fail.

The mountaintop power generation systems are proven technology diesel-based with 15 months of fuel on-site, can operate for 25,000 hours without major servicing, and are designed for continuous, uninterrupted operation in all weather conditions.

The TERRA network is constructed as a ring to ensure traffic flow in the event of a backbone failure.



**TERRA Network**  
**Other GCI Fiber Optic Networks**



## Interesting Facts About GCI

7



8,200

Community service hours spent by GCI employees in 2018.



GCI Healthcare delivers service to  
250 clinics and healthcare facilities

GCI Employees  
2,271  
Total

300

Focused Healthcare & Technical Professionals



85% Critical Access Hospitals in Alaska are on ConnectMD

74% Total Hospitals in Alaska are on ConnectMD



\$1.6B

Amount invested in Alaska to advance broadband since 1998

2,389

Length of TERRA network in miles

\$370M

Amount invested in TERRA

4,482

Nautical miles of undersea fiber



## Your Team

8



**Dr. Pam Lloyd**

VICE PRESIDENT, GCI CORPORATE STRATEGY,  
GOVERNMENT, HEALTHCARE AND EDUCATION

The inspiration for Pam's work is to close the access divide for underserved rural communities. As the leader of GCI Healthcare, she collaborates with leaders throughout Alaska to prioritize success strategies for closing the healthcare quality gap everywhere Alaskans are. She also contributes time to organizations advocating for equity.



**Annette "AJ" Jones**

VICE PRESIDENT, GOVERNMENT,  
HEALTHCARE AND EDUCATION

AJ is committed to understanding and solving the challenges that Alaska clinics, hospitals, and healthcare organizations face and has spent the last several years helping them implement leading edge technologies. As Vice President, AJ is responsible for strategically planning and executing new and innovative service offerings as well as staying in alignment with FCC and USAC regulatory environments.



**Alan Caruth**

SENIOR DIRECTOR,  
GCI HEALTHCARE

Passionate about all things technical, Alan is driven by a desire to deliver solutions that meet and exceed his customer's business needs. Alan brings more than 20 years of experience working with enterprises and healthcare organizations in rural and urban Alaska and the Pacific Northwest.



**Erik Schmidt**

MAJOR ACCOUNT MANAGER

Erik is focused on leveraging GCI's capabilities to meet his customers' organizational objectives. He has a broad range of experience in enterprise account management for technology solutions and services, including network infrastructure, security managed services, business applications, software development, and ERP.



**Kevin Fradley**

SENIOR SUPPORT ENGINEER

Kevin loves Alaska, the communities, the people, and the culture. He has been with GCI for over 15 years, dedicating his time to support in the unique technical needs of customers in rural Alaskan healthcare and education. His focus is working with his customers to overcome any technical issue and ensure their operations are running smoothly.



**Sandy Kukla**

SENIOR MANAGER, CLINICAL  
INFORMATICS & TELEHEALTH

Sandy is passionate about the patients she serves and advocates for equal access to care for both urban and rural patients. She has more than 30 years of expertise in the areas of healthcare, telemedicine, clinical informatics and healthcare business and finance. Sandy is a board member of the Telehealth Alliance of Oregon, Washington Technology Exchange Advisory Board, and a member of ATA, MGMA, IIFMA, AHIMA, IICCA, and is a certified FMT.



**Paloma Hawn**

MANAGER, SOLUTIONS ENGINEER

Paloma sees technology as an enabler and empowerment tool that provides immediate access to knowledge and tools. Her role in GCI Healthcare is to translate technology capabilities into practical offerings that break down access barriers and eliminate obstacles to care. Paloma pushes GCI to deliver creative, easy to use solutions that meet the long-term needs of our healthcare customers.



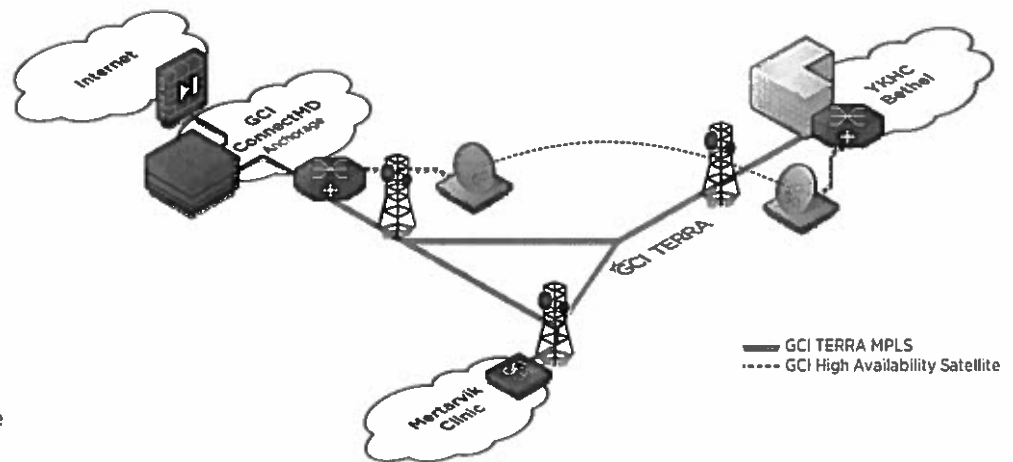
**Mike Mack**

SOLUTIONS ENGINEER

Michael brings 25 years of hands-on networking experience to the GCI Healthcare team with a wide array of customers nationwide including Alaska. In his role, Michael has helped customers design, customize, and deploy an array of different networking technologies whether it be voice, video, wireless, security or wide area networking.

GCI has been a trusted partner to Yukon-Kuskokwim Health Corporation for over fifteen years, providing high-speed, reliable communications across your vast service area. Since that time, our commitment to delivering your organization the most reliable and efficient network connectivity has not wavered.

YKHC has made major strides in advancing the use of Electronic Health Records and cloud applications to deliver critical healthcare services. Increased dependency on network connectivity demands a partner capable of delivering robust and redundant solutions guaranteed to be available. GCI Healthcare has worked with our engineering staff to create a solution designed to provide consistent service to the YKHC clinic during the transition of services from Newtok to Mertarvik.





## Your Solution

10

### Technical Design

To deliver the required network services to your clinic in Mertarvik, GCI will put a TERRA port extension into service. This service will be delivered over wireless link and extend TERRA service from Newtok to the new village.

#### GCI TERRA - Terrestrial Microwave Transport

GCI's TERRA platform delivers low latency connectivity to provide the best possible application performance. GCI has created TERRA offerings tailored to medical needs for cost-effective connectivity and reliable performance for life-critical applications.

Due to its robust construction and ring design, GCI TERRA offers:

- **Unparalleled Network Availability:** Terrestrial microwave is a resilient platform that is designed to withstand even the harshest weather conditions. GCI further designed the TERRA network to maximize availability with redundant paths and a ring backbone topology.
- **Superior Application Performance:** Latency between each YKHC community and GCI's Anchorage ConnectMD Hub is on average 1/10th of a satellite system. Applications perform much better with lower latency.
- **Healthcare MPLS - TERRA Dedicated Bandwidth:** This delivery option includes a set amount of dedicated bandwidth sufficient to support critical traffic that needs jitter or latency guarantees such as real-time video conferencing. In addition to dedicated bandwidth, GCI Healthcare MPLS over TERRA offers a <0.1% packet loss and 99.99% availability SLA guarantee. The Mertarvik Clinic will be added as another port on the existing YKHC MPLS network, allowing for direct connectivity with the rest of your network already on GCI's facilities.

### GCI MPLS

The GCI MPLS architecture provides quality of service (QoS), increased flexibility, scalability, and bandwidth growth options. With GCI ConnectMD MPLS services, YKHC has access to a private context on our advanced firewall platform, network optimization features, and private cloud services. With your facilities on the ConnectMD Medical Network, YKHC can take advantage of the built-in network-wide service level guarantees assuring quality for working with our medical partners, vendors, and the numerous medical organizations GCI serves throughout Alaska and the lower 48.

- **QoS:** ConnectMD deploys QoS across the network, providing options to control priority traffic from the Internet. Queuing mechanisms are used to guarantee bandwidth for time sensitive applications such as voice and video. We support standard 802.1p (Precedence), DiffServ (DSCP), and MPLS Traffic Class markings with CBWFO, LLQ, and PQ.
- **Flexibility:** By leveraging GCI's MPLS network, ConnectMD can offer your facility access to other healthcare partners throughout the United States, with a focus on Pacific Northwest providers, by offering a separate logical pipe that utilizes the ConnectMD network, eliminating the need for traditional unmanaged circuits.
- **Bandwidth Growth Options:** Because GCI will have fiber directly into either clinic location, we are able to quickly change bandwidths up or down. The MPLS architecture allows for making configuration changes to shaping and QoS at any rate without sending a technician on site or making physical changes.

### Constraints

GCI has the resources, expertise and personnel to accomplish this proposal design. The backbone infrastructure to deliver this service, the TERRA network, has been in place and in operation for over eight years.

### Space and Power

This service requires space and power within a customer facility with the space being sufficient to support the needed equipment. Additionally, the installation requires a dedicated 120 volt power circuit rated at 15 amperes with a standard NEMA 5-15P electrical outlet.



## Pricing - Satellite

11

With sincere pleasure, GCI Healthcare offers this service proposal to YKHC. If you have any questions about this proposal or the pricing, please feel free to contact Erik Schmidt at (907) 868-1657. Thank you!

CONNECTIONS		BANDWIDTH	3 YEAR TERM PRICING		1 YEAR TERM PRICING	
Service	Location / Description	Mbps	MRC	Install	MRC	Install
MPLS	YKHC Mertarvik Clinic Terrestrial Microwave	1 Mbps	\$4,480.00	\$0.00	\$5,003.00	\$0.00
		2 Mbps	\$8,660.00	\$0.00	\$9,706.00	\$0.00
		3 Mbps	\$12,840.00	\$0.00	\$14,409.00	\$0.00
		4 Mbps	\$17,020.00	\$0.00	\$19,112.00	\$0.00
		5 Mbps	\$21,200.00	\$0.00	\$23,815.00	\$0.00
		10 Mbps	\$42,100.00	\$0.00	\$47,330.00	\$0.00
		15 Mbps	\$63,050.00	\$0.00	\$70,895.00	\$0.00
		20 Mbps	\$83,950.00	\$0.00	\$94,410.00	\$0.00
		25 Mbps	\$104,900.00	\$0.00	\$117,975.00	\$0.00
		30 Mbps	\$125,800.00	\$0.00	\$141,490.00	\$0.00
		35 Mbps	\$146,720.00	\$0.00	\$165,025.00	\$0.00
		40 Mbps	\$167,620.00	\$0.00	\$188,540.00	\$0.00
		45 Mbps	\$188,550.00	\$0.00	\$212,085.00	\$0.00
		50 Mbps	\$209,450.00	\$0.00	\$235,600.00	\$0.00

### ADDITIONAL INFORMATION

Local loops, taxes, and surcharges are included.

All quotes based on service availability.

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# Delivering Your Service

12

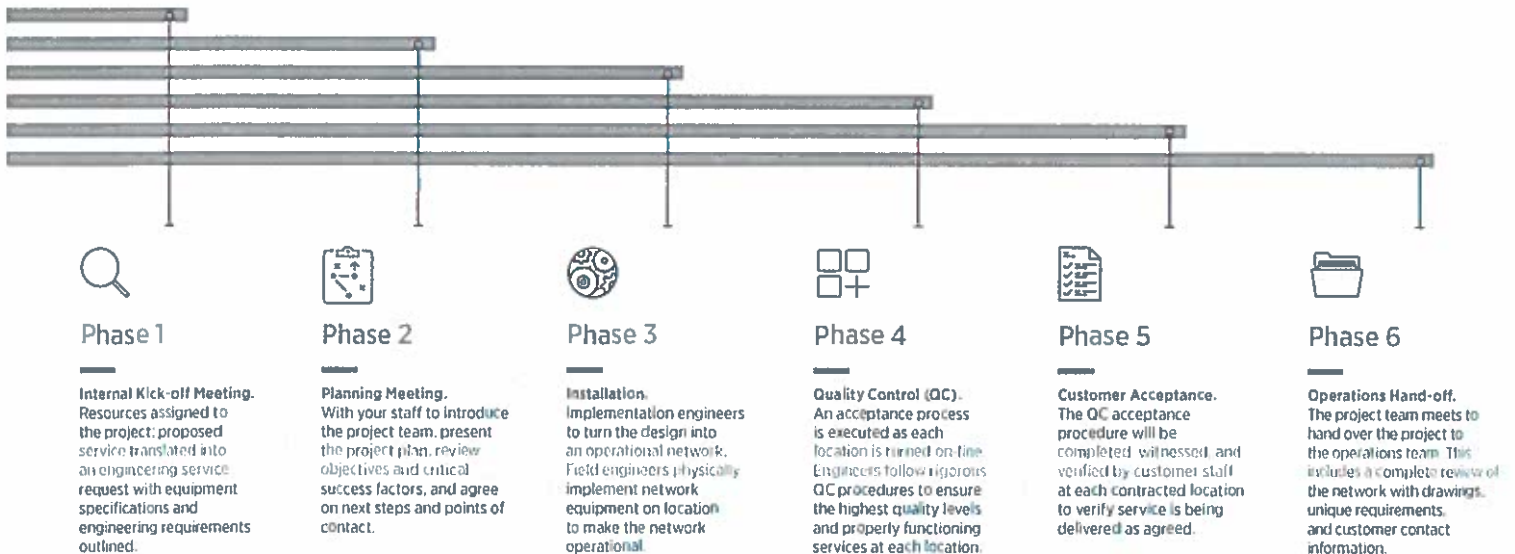
GCI will work alongside YKHC to successfully deliver services from initiation to completion.

A textbook approach to project management does not account for the realities of working in Alaska. To successfully implement complicated projects, such as the one being proposed, GCI uses a blend of real-life best practices, the Project Management Institute's process, and the Agile project management process. Our team aggregated these methodologies into a robust, comprehensive, and effective system that ensures all network designs, projects, and service installations are completed on-time, on-budget, and within scope. Our method is iterative, highly flexible, and interactive. It benefits from customer collaboration and rewards creativity.

Our healthcare service delivery team includes Lisa Wurts, Scott Lefebvre, Dorothy Willworth, Mathew Rude, Josh Seiler, Paul Willman, and Megan Sweeney.



**Lisa Wurts**  
DIRECTOR, PROJECT SERVICES







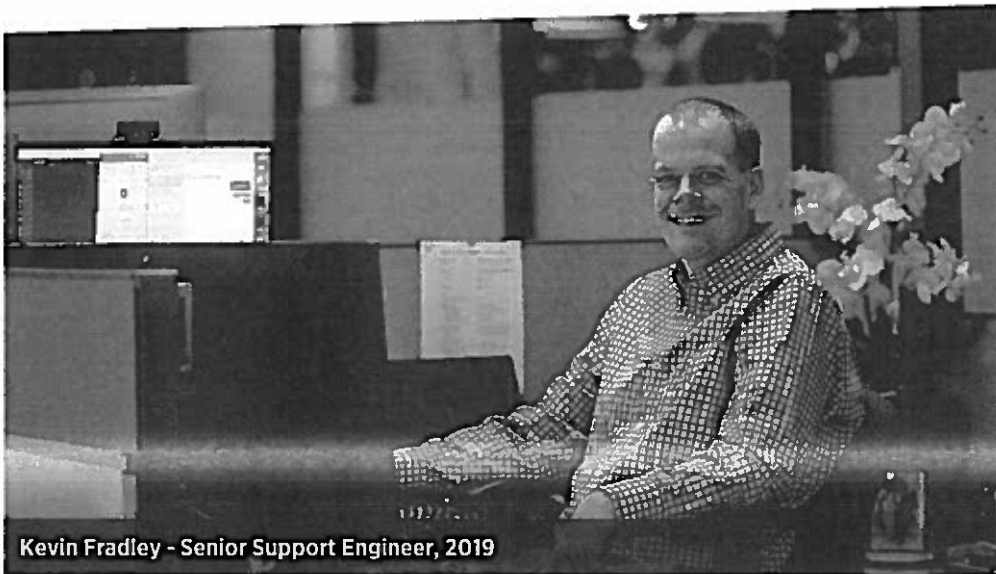
## Your Support

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With GCI Healthcare, your staff has access to a support team that focuses on personalized services supported by transparency and quality measures. Our approach adds value through proactive service health checks, responsive customer support, and availability of information to ensure needs are met consistently.

### Healthcare Technical Service

Customer networks are monitored by the Service Desk 24x7x365. They own, track, and manage all incidents to resolution and closure, providing regular updates throughout the process. When necessary, coordination within GCI allows for dispatch technicians to be sent to customer locations. This includes coordination with local exchange carriers, equipment vendors, and partners to continually ensure that customers receive the constant and reliable service they need.



Kevin Fradley - Senior Support Engineer, 2019

### Service Management

GCI's approach is based on delivering strong customer support and continual improvement in the following areas:

- Technical support escalation procedures.
- Change management process improvements.
- Daily changenet.
- Professional development.
- Business process work flows.

### Service Delivery Benefits

- Single point of contact via toll-free number, (888) 254-2858, available 24x7x365 for all incidents, work requests, and questions.
- Healthcare-focused service desk.
- Remote technical support for troubleshooting assistance.
- Accountability starting with the first call.
- Next available flight shipments for equipment replacement.
- Rapid on-site support.



## Universal Service Fund

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GCI is a documented service provider with the Universal Service Administrative Company (USAC) and has been since the first year of the program. Our 498 ID (formerly referred to as a SPIN) is 143001199. We have a Service Provider Information Form, FCC Form 498, on file with USAC. Our FCC Form 473 (Service Provider Annual Certification Form) is current for this funding year. GCI is in good standing with the FCC and USAC.



**Ariel Burr**  
UNIVERSAL SERVICE FUND MANAGER



**Jennifer Bachman**  
UNIVERSAL SERVICE FUND ADMINISTRATOR

### Funding Process

GCI Healthcare is solely focused on healthcare providers (HCP). Our service is designed to help hospitals and clinics, like Yukon-Kuskokwim Health Corporation, leverage the subsidies provided by USAC Rural Health Care (RHC) programs. Since its inception, the GCI Healthcare team of dedicated account administrators has focused on supporting the Rural Health Care process from contract through funding commitment.

The Rural Health Care program's funding process can be complex with variable impacts to a healthcare provider's budget resulting from the timing of funding commitments by USAC. We understand that each HCP has adopted an accounting process which best meets its own budgetary needs. In order to accommodate your organization, our team has flexible alternatives to allow you to receive services at the estimated RHC subsidized level prior to the receipt of approved RHC funding commitments. Our team will work closely with Yukon-Kuskokwim Health Corporation to adopt a billing process which meets the HCP's requirements.

### Ongoing Billing Analysis

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



## Your Community Partner

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GCI Healthcare delivers services to **over 250** hospitals, clinics & healthcare facilities.



ALASKA NATIVE  
TRIBAL HEALTH  
CONSORTIUM



FAIRBANKS MEMORIAL  
HOSPITAL

HARBORVIEW  
MEDICAL  
CENTER  
UW Medicine



IMAGING  
ASSOCIATES



MANILAQ  
ASSOCIATION



PeaceHealth



PROVIDENCE  
Health & Services



SEARHC  
SOUTHEAST ALASKA REGIONAL HEALTH CONSORTIUM



Seattle Children's  
HOSPITAL • RESEARCH • FOUNDATION



SWEDISH



Virginia Mason



FRANCISCAN  
MEDICAL CENTER



**We look  
forward to  
working with  
you and your  
organization.**

Please contact Erik Schmidt  
at (907) 868-1657 or  
[eschmidt@gci.com](mailto:eschmidt@gci.com) with any  
questions.



**Your Partner in Possibilities®**

2550 Denali Street, Ste 1000  
Anchorage, Alaska 99503

YKHC - USAC RHC Bid Grading Worksheet for Mertarvik FY-2019									
Weighting		Grading							
5 - Overriding Requirement		5 - Supports requirement exceptionally well		Weight	Score	Weighted Score	Score	Weighted Score	Score
4 - Significant Requirement		4 - Supports requirement with enhancement							
3 - Important Requirement		3 - Supports requirement							
2 - Basic Requirement		2 - Partially supports requirement							
1 - Minimal Requirement		1 - Does not have or meet requirement at all		(1-5)	(1-5)	GCI	(1-5)		(1-5)
Requirements									
1	Cost:	5	5	25	0	0	0	0	0
2	Brior experience including past performance	4	4	16	0	0	0	0	0
3	Technical Support:	4	5	20	0	0	0	0	0
4	Reliability of Service	3	3	9	0	0	0	0	0
5	Quality of Transmission	2	5	10	0	0	0	0	0
6	Contract modification provisions	1	5	5	0	0	0	0	0
7	One vendor solution	1	5	5	0	0	0	0	0
Total Score:				90	0	0	0	0	0



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



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

**GCI Service Order –HC-555-03**

This Service Order is an attachment to Service Order Summary ("Service Order Summary") and subject to the terms and conditions of the GCI Master Services Agreement HC-555 ("Agreement") between GCI Communication Corp. ("Company" or "GCI") and Yukon Kuskokwim Health Corporation ("Customer") (each a "Party" and collectively, "the Parties"). By executing the Service Order Summary, Customer agrees to be bound by the terms and conditions of this Service Order.

**1. DESCRIPTION OF SERVICES**

**1.1. Service Menu.**

<u>Service</u>	<u>Qty</u>	<u>Install</u>	<u>Unit Price</u>	<u>SLA</u>
1 Mbps MPLS	1	0.00	4,480.00	Exhibit B
2 Mbps MPLS	1	0.00	8,660.00	Exhibit B
3 Mbps MPLS	1	0.00	12,840.00	Exhibit B
4 Mbps MPLS	1	0.00	17,020.00	Exhibit B
5 Mbps MPLS	1	0.00	21,200.00	Exhibit B
10 Mbps MPLS	1	0.00	42,100.00	Exhibit B
15 Mbps MPLS	1	0.00	63,050.00	Exhibit B
20 Mbps MPLS	1	0.00	83,950.00	Exhibit B
25 Mbps MPLS	1	0.00	104,900.00	Exhibit B
30 Mbps MPLS	1	0.00	125,800.00	Exhibit B
35 Mbps MPLS	1	0.00	146,720.00	Exhibit B
40 Mbps MPLS	1	0.00	167,620.00	Exhibit B
45 Mbps MPLS	1	0.00	188,550.00	Exhibit B
50 Mbps MPLS	1	0.00	209,450.00	Exhibit B

## 2. SERVICES AND PRICING

- 2.1. Service Charges. The Services selected by Customer and the associated Service Charges are set forth in the Services and Pricing page, Exhibit A or a Change Order.
- 2.2. Start of Billing. Charges will begin on the date identified in the Customer Acceptance Form ("CAF") required under Section 4.2 ("Start Billing Date").
- 2.3. Delinquent Invoices. Customer will pay GCI all Service Charges within 30 days of billing. Overdue payments will bear a one-time late charge and will be charged a per month finance charge from the original billing date. Charges will begin on the date of acceptance of the Service.

## 3. TERM, SUSPENSION AND TERMINATION

- 3.1. The Initial term of this Service Order will begin on July 1, 2019 and end on June 30, 2022 (the "Initial Term"). Following the end of the Initial Term, Customer may request to extend this Service Order for up to ten consecutive 12-month periods (each, a "Renewal Term" and jointly with the Initial Term, referred to as the "Term"). Requests for extension must be in writing in letter or email format and must be received by GCI at least 90 days prior to the expiration of the then-existing Term. If this Service Order is not terminated by either Party and a Renewal Term is not agreed to by the Parties prior to the end of any Term, the Service will continue on a month-to-month basis and may be terminated by either Party by giving 60 days advanced written notice prior to the planned termination date.
- 3.2. Suspension by GCI.
  - 3.2.1. GCI may, at its sole discretion, suspend the Services without notice for the following reasons: (i) to prevent damage or degradation of its network integrity; (ii) to comply with any law, regulation, court order, or other governmental request requiring immediate action; or (iii) to protect itself from legal liability.
  - 3.2.2. A suspension of Services will continue until such time as GCI believes the problem giving rise to the suspension has been resolved to GCI's sole satisfaction.
  - 3.2.3. During a suspension of the Services under this Section 3.2, GCI will continue to bill Customer for the Services and Customer will remain responsible for full, prompt payment of the Service Charges as required under the terms of this Service Order. No service level credit available under Section 9 will be given for a suspension of Services.
- 3.3. Termination by GCI.
  - 3.3.1. GCI may terminate Service if Customer materially breaches this Service Order of the Agreement; provided that Customer does not cure the breach within 30 days of written notice from GCI. If GCI terminates Service prior to the end of the Term due to Customer's material breach, Customer will pay a fee 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 (an "Early Termination Charge").
  - 3.3.2. GCI may terminate Service without notice (i) in order to prevent damage to or degradation of its Internet network integrity; (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 may terminate Service upon six months' prior notice if GCI substantially ceases to provide services in the state in which the Customer is located.



3.4. Termination by Customer.

- 3.4.1. Except as set forth herein, if Customer terminates all or part of its Service prior to the end of the Term, Customer will pay an Early Termination Charge.
- 3.4.2. Customer may terminate this Service Order prior to expiration of the Term without incurring an Early Termination Charge if such termination is pursuant to a material breach by GCI; provided that GCI does not cure the breach within 30 days of receiving written notice from Customer of the breach.
- 3.4.3. Customer must notify GCI in writing no later than 60 days prior to the planned termination date of Services. Upon termination, Customer will be responsible for all Service Charges through the planned termination date or 60 days from notification to terminate Services, whichever is later.

4. ACCEPTANCE AND SUPPORT

- 4.1. Commencement of Service Charges. The Service Charges begin when (a) the Service and any associated GCI Equipment 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 any Customer Equipment.
- 4.2. Acceptance. The Customer's acknowledgement of service installation and testing will be in the form of a completed and returned Customer Acceptance Form ("CAF"). The Customer will not unreasonably withhold acknowledgement of service installation and testing. The Customer must respond in writing within 10 business days of receiving a CAF if Customer believes the service installation and tested date(s) are not accurate or Customer will be deemed to have accepted service.
- 4.3. Customer Initiated Support. Business Technical Support ("BTS") will provide Customer-Initiated Support for the Services. BTS is staffed with technically proficient individuals who are able to resolve most issues remotely within a two-hour period without requiring additional technical resources. BTS will act as the customer advocate and will manage events to resolution, while keeping Customer informed of the status.

5. CHANGES OR ADDITIONS TO SERVICE

- 5.1. Amendment. Services may not be removed or altered during the Term of this Agreement; however, Services may be added or substituted during the Term to meet Customer's expanding business needs as provided for herein. Any change to the Services as described in this Section 5 must be pursuant to a Change Order. All changes to the Service not authorized under this Section 5 must be pursuant to an amendment of this Service Order.
- 5.2. Additional Services. In accordance with GCI's proposal to provide the Services, during the Term of this Service Order, Customer may add additional Services to meet expanding needs. Customer may add Services by executing a Change Order setting forth the Services to be added (the "Additional Services").
- 5.3. Substituted Services. With prior written consent from GCI, Customer may substitute an existing Service under this Service Order for another Service ("Substituted Service"), whether or not the Substituted Service is set forth in Section 1. The Substituted Service must be the same or substantially similar to the Services provided by GCI prior to substitution. A Substituted Service will only be delivered to Customer pursuant to a fully executed Change Order.
- 5.4. Charges for Changes to Services. If Customer requests a change that requires material modifications to the Service or Equipment, including but not limited to re-location or upgrades/downgrades in circuit

capacity, there may be additional charges which will be separately invoiced. GCI will present an itemization of such additional charges to Customer for approval prior to implementing any changes to the Service.

## **6. INSTALLATION**

- 6.1. **Installation Charges.** Service Charges cover all normal 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 will be separately invoiced, if applicable:
- 6.1.1. Any additional non-tariff local loop installation requested by Customer that may require to extending the circuit from the Local Exchange Carrier termination point to the physical location where the demarcation equipment will be installed.
  - 6.1.2. Any additional costs for equipment that may be necessary to provide the Services or required by Customer that goes above and beyond the standard GCI provided demarcation equipment.
  - 6.1.3. Any travel and accommodation costs for technicians to and from the Service termination point.
- 6.2. **Newly Occupied Facilities.** If Service delivery involves transition to newly occupied facilities the cutover will be coordinated between the Parties. The cutover period will allow for complete testing of the transition and will end with Customer's acceptance in accordance with this Agreement.
- 6.3. **Delivery Scope.** If Service delivery involves situations not within the scope of this Agreement, delivery times will be based upon a mutually agreed deployment schedule.

## **7. ASSUMPTIONS AND CUSTOMER RESPONSIBILITIES**

- 7.1. **Assumptions.** GCI used the following assumptions, based on Customer Information and GCI's standard procedures, in developing its cost quote and Service Order. If any of these assumptions do not hold true it will impact GCI's ability to perform the required Professional Services at the proposed nonrecurring cost, if any, and may require GCI to incur additional costs, which will be chargeable to Customer. Customer should review these assumptions for accuracy and discuss any issues with GCI.
- 7.1.1. Customer will provide timely access to Customer's premises and will designate a point of contact to provide prompt responses to questions during installation.
  - 7.1.2. Customer has accurately disclosed, to the best of its knowledge, the status of telecommunication facilities at Customer's premises.
  - 7.1.3. Customer will provide space and power for installation of Company facilities on Customer's premises.
- 7.2. **Customer Responsibilities.** Customer is responsible for ensuring that only its authorized users use and access the Services. Customer agrees to use all commercially reasonable efforts to prevent unauthorized access to, use of, or interference with use of the Services, and must notify GCI promptly of any unauthorized use, access, or interference.

## **8. ADDITIONAL TERMS**

- 8.1. **Service Delivery and Use.** GCI will 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 or the content or Services that Customer may access during the use of GCI Services. Customer is responsible for communicating with its own users of the Service, and for handling all complaints and trouble reports made by such users.

- 8.2. Industry Standard. The Services provided solely over GCI-owned facilities will 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.
- 8.3. Monitoring. 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.
- 8.4. Security. 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 network. If a potential security incident occurs it will be Customer's responsibility to determine if any notification requirements apply. 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. GCI's obligations with respect to security of the Services are limited to those specifically set forth herein.
- 8.5. Demarcation Point.
- 8.5.1. If GCI provides a cable modem or router, the demarcation point ("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.
- 8.5.2. 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 Demarcation Point.
- 8.6. Protected Health Information. Customer acknowledges that the Services provided by GCI hereunder are those of a "conduit" (as described in Health & Human Services Office for Civil Rights Guidance) and that GCI does not, as part of the Services, store or maintain any Protected Health Information ("PHI"). Customer bears sole responsibility for providing and implementing adequate policies, procedures, and training to ensure compliance with any laws or regulations relating to PHI. Customer will indemnify, defend and hold GCI, its affiliates and their officers, directors, employees and agents harmless from and against any Claims asserted against GCI relating to or arising out of its transmission of PHI using the Services.
- 8.7. IP Addresses. Customer must use private addressing for its internal network needs. GCI will provide sufficient IP Addresses to meet Customer's needs according to ARIN (American Registry for Internet Numbers) usage policies. IP network addresses assigned from a GCI net-block are non-portable and must be returned to GCI in the event that Customer discontinues the Service.
- 8.8. Contingent Agreement. This Service Order is contingent upon approval by USAC Rural Health Care of YKHC's funding request from the Universal Service Fund for FY 2019 related to the clinic in Mertarvik, Alaska.




9. SERVICE LEVEL COMMITMENTS/SERVICE OUTAGES

- 9.1. Applicable service level agreements are set forth in attachments to this Service Order as identified in Section 1.1 for each individual Service.

THIS SERVICE ORDER is governed by this Master Services Agreement MSA ("Agreement") and is effective as of the Date of the last signature below. Capitalized terms not defined in this Service Order Summary will have the meaning provided in the Agreement. By signing below, Customer represents that it is authorized to sign this Service Order Summary, acknowledges that it has carefully read and fully understood the Service Order Summary and all attachments and Service Orders hereto, and agrees to be bound by its terms. Facsimile and electronic signatures will be binding for all purposes.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Service Order Summary as of the date of the last signature below.

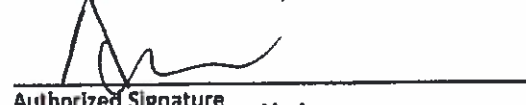
Yukon Kuskokwim Health Corporation

  
Authorized Signature  
  
Printed Name  
  
Title

May 31, 2019

Date Signed

GCI Communication Corp.

  
Authorized Signature  
Annette K. Jones  
Vice President  
Printed Name  
GCI Government, Healthcare, Education - Alaska  
Title

May 31, 2019

Date Signed

**Exhibit A**

**Services and Pricing**

This Services and Pricing page is subject to the terms and conditions of the GCI Master Services Agreement, HC-555 ("Agreement") between GCI Communication Corp. ("Company" or "GCI") and Customer as identified in the MSA ("Customer") (each a "Party" and collectively, "the Parties"), and upon execution by the Parties becomes a part of the Agreement.

**1. SERVICES AND PRICING.**

Selected Services					
Service Order #	Description	Location	MRC	NRC	SLA Reference
HC-555-03	10 Mbps MPLS	Mertarvik Clinic	42,100.00	0.00	Exhibit B
TOTAL			42,100.00	0.00	

- 1.1 Monthly recurring charges do not include taxes or regulatory surcharges that may apply, amount billed to Customer may vary.

**2. SERVICE NOTE**

None.

## Exhibit B

### Service Level Agreements

#### 1. SERVICE LEVEL COMMITMENTS/SERVICE OUTAGES

##### 1.1. Definitions.

1.1.1. Business Technical Support (BTS). Company's Business Technical Support is the official Customer Interface for reporting faults or other service problems, receiving updates and receiving notification that the service is restored. The BTS contact number is 907-255-5454 or 1-800-800-7754. You can also email BTS at bts@gci.com.

1.1.2. Degraded Service. Degraded Service means that the Service fails to satisfy any of the following criteria, based on the mode of delivery (the "SLA Metrics"):

<u>TERRA Priority</u>
Latency $\leq$ 65 ms
Packet loss $\leq$ 0.1 %

Latency is measured round-trip at the network layer of the OSI stack. For network transport services, latency is measured between GCI premise equipment at each end of the service. For Internet services, latency is measured between GCI premise equipment and the GCI Anchorage Point of Presence.

SLA Metrics are measured as an average over each calendar day.

1.1.3. Fault. Fault means a defect, impairment or interruption in a Service, unless excluded pursuant to Section 1.4.

1.1.4. Restoration. Restoration occurs when there is no longer a Service Outage and BTS has notified Customer that the Service has been restored.

1.1.5. Service Availability. Service Availability is based on the number of minutes in any given calendar month in which the Service is not subject to a Service Outage. Service Availability is measured as a percentage and calculated as follows:

$$\frac{(\text{Number of available minutes in a month} - \text{Total Service Outage minutes})}{\text{Number of available minutes in a month}} \times 100$$

1.1.6. Scheduled Maintenance. Scheduled Maintenance means planned maintenance conducted by the Company between 12:00 a.m. and 5:00 a.m. (Alaska Time). Scheduled Maintenance may be conducted within the maintenance window on any day of the week with seven days' advanced notice to Customer. Scheduled Maintenance does not include emergency repairs conducted outside the maintenance window, for which Company will use commercially reasonable efforts to minimize disruption to Customer.

1.1.7. Service Outage. Service Outage means a Priority 1 Fault (as defined below) at the Demarcation Point. Service Outages will be measured from the time the Customer reports the Fault to BTS or the time BTS identifies the fault to the time of Restoration.

- 1.2. **Service Outage Severity and Restoration Targets.** Service Outages or Faults are assigned a priority level based on severity of the event that governs Company's commitment for Restoration. The criteria for assigning a priority and GCI's commitment to responding to Faults based on their priority are as follows:

<b>Fault</b>	<b>Criteria</b>	<b>Target Mean Time to Restore</b>
Priority 1	- Total loss of Service - Degraded Service, where Service is not performing to the SLA Metrics and Customer is prepared to release it for immediate testing	- 4 hours
Priority 2	- Degraded Service, where Customer is able/still wants to use the Service is not prepared to release it for immediate testing.	- 24 hours

1.3. **Service Availability.**

The Service is designed to deliver an average Service Availability of 99.95%, which corresponds to no more than 22 minutes per month of Service Outage. If Company fails to meet its Service Availability guarantee with respect to a Service in a particular month, Customer will upon request be entitled to credits against that Service's monthly charge according to the following schedule:

<b>Total number of Service Outage minutes in a given month</b>	<b>Credit % of monthly Charge for affected Service</b>
22 – 240 Minutes	3%
241 – 480 minutes	6%
> 481 Minutes	Greater of 10% or $\{(\text{Total Service Outage minutes} / 43,200) \times 100\}$

- 1.3.1. **Additional Terms.** Request for SLA credits must be made within 30 days of the end of the month in which the Outage occurred and will be applied against the next monthly invoice. Company's records and data shall be the basis for all SLA calculations and determinations. Service availability credits will not exceed 100% of the price of the affected service in any single monthly billing period.

- 1.4. **Limitations and Exclusions.** The remedies outlined in this section are Customer's sole and exclusive remedy for violations of the Service Level Agreement. The Service Level Agreement excludes Faults resulting from any of the following:

- 1.4.1. The acts or omissions of the Customer, its affiliates, agents or contractors, or any third party, including congestion resulting from exceeding purchased bandwidth.
- 1.4.2. Scheduled Maintenance.
- 1.4.3. Equipment, networks or systems not provided by Company, including a failure or defect in the Customer's facilities or other equipment or LEC circuit used to provide the Service. Company cannot guarantee the performance of LEC circuits but will work with the LEC on behalf of Customer to expeditiously resolve circuit problems.
- 1.4.4. Events outside of Company's control, including Force Majeure Events as defined in the Agreement.

**Exhibit C**

**Service Locations**

<b><u>HCP Name</u></b>	<b><u>Address</u></b>	<b><u>HCP Number</u></b>
Mertarvik Clinic	6049°15'N 16430°14'W (on Nelson Island) PO Box 5508 Newtok, AK 99559	67233



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



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

#### **GCI Master Services Agreement – HC-555**

This Master Services Agreement (the "Agreement") is entered into as of April 26, 2019 ("Effective Date"), by and between GCI Communication Corp. ("GCI"), an Alaska corporation, on its own behalf and on behalf of its affiliates and subsidiaries, having its principal place of business at 2550 Denali Street, Suite 1000, Anchorage, Alaska 99503 and Yukon Kuskokwim Health Corporation ("Customer"), having its principal place of business at 528 Chief Eddie Hoffman Hwy, Bethel, AK 99559 (each a "Party" and collectively, "the Parties").

#### **1. SERVICE ORDERS**

- 1.1. Customer wishes to engage GCI to provide services as identified in one or more Service Orders and/or Statements of Work. Managed services and Telecom services are provided via Service Orders. Professional services are provided via Statement(s) of Work (SOW).
- 1.2. The specific terms and conditions applicable to the services ("Services") to be provided by GCI pursuant to this Agreement, including the description of the Services and the obligations of each Party in connection therewith, applicable rates, fees, commissions and charges, termination rights, performance obligations, and service parameters are or will be set forth in the Services Summary and attached Service Order(s) and Statement(s) of Work. The Services Summary, Service Orders and Statements of Work entered into between the Parties are incorporated into the Agreement by reference and are governed by the terms of this Agreement. In the event of a conflict between the terms of this Agreement and the Service Order(s), the terms of the Service Order will prevail. In the event of a conflict between the terms of this Agreement and a Statement(s) of Work, the terms of this Agreement will prevail. All references to the "Agreement" will be deemed to include this document and its attachments, together with any and all Change Orders and SOW Revision Orders. All requests for Service additions, deletions or changes to existing Service(s) on Service Order(s) requires a Change Order to be executed by the authorized Customer representative and GCI. Change Orders will include the addition or deletion of Service(s) or the modifications to existing Service(s) and will also include a new services and pricing page, Attachment A to reflect the charges. Changes to the Statement of Work (SOW) shall use a SOW Revision Order and will include scope and pricing changes. Once signed by the parties, Change Orders are incorporated into the Agreement by reference.

#### **2. PAYMENT**

- 2.1. Service Charges. Customer agrees to pay all applicable charges for all Services identified in the Service Order (the "Service Charges"). Delinquent bills may be assessed a late fee and a monthly finance charge. Bills not paid within 30 days of the delinquent date (60 days from the billing date) will be cause, in GCI's sole discretion, for termination of Services. Termination of any or all of the Services does not relieve Customer of the obligation to pay for past due amounts, plus the Service Charges, or of any other obligations that may exist under this Agreement.
- 2.2. Pricing for Professional Services. A Statement of Work will include the type of pricing to be used for professional services. If the Statement of Work specifies that pricing will be on a time and material basis, labor rates may include wages, overhead, general and administrative expenses and profit. Fixed hourly rates will be billed as identified in the Statement of Work.

- 2.3. Materials Required for Professional Services. Payment for equipment and materials for professional services will be defined in the Statement of Work. All equipment and materials will be FOB GCI Offices unless otherwise identified in the Statement of Work. All costs (purchase of direct project materials, project consumables, rental of necessary equipment, etc.) will be billed as identified in the Statement of Work. The administrative time to procure the materials / rentals, if applicable, will be billed per the provided rates in the Statement of Work. Equipment, hardware, software and other products purchased for Customer, may or may not be returnable. Returns will be determined on a case by case basis with GCI having the final determination. If returns are accepted they may be subject to a 20% return fee plus shipping, handling and restocking costs as well as being subject to the manufacture's or distributor's return policies.
- 2.4. Partial Month Billing for Service Orders. Customer will be billed a prorated share of all applicable Service Charges for Services Installed, terminated or re-configured during the course of a monthly billing cycle. Professional services will be billed as indicated in the Statement of Work
- 2.5. Billing Commencement. The Service Charges, as identified in the Service Order Summary, begin as specified in the applicable Service Order or Statement of Work.
- 2.6. Collections. Customer agrees that if GCI incurs collection or other legal costs as a result of nonpayment, Customer will be liable for the total past due amount, any returned check fees, and the costs of collection. These costs include, but are not limited to, any collection agency's fees, reasonable attorneys' fees, and arbitration or legal costs upon judgment.
- 2.7. Deposit. A cash deposit or a commercial letter of credit may be required based on Customer's financial qualifications and the combined value of all payments required under the service order.
- 2.8. Taxes and Fees. Service Charges are exclusive of any taxes, surcharges, fees, assessments, or recoveries reasonably determined by GCI to be applicable to, or imposed on either Party as a result of the Services ("Taxes"). Taxes do not include income tax imposed by a federal, state or local taxing authority on GCI's income. GCI will pass through all Taxes and Customer will pay Taxes in accordance with the provisions of this Agreement.
3. TERM
- 3.1. Term. The term ("Term") of this Agreement will begin as of the Effective Date and continue for the longest term of any executed Service Order(s) or Statement(s) of Work executed concurrently. Thereafter, it will be automatically renewed for successive 1-year periods for so long as there is an active Service Order or Statement of Work in place between GCI and Customer, or until either Party gives the other Party written notice of termination at least 60 days preceding the end of the initial or any renewal term. Any such termination is subject to the requirements and obligations of this Agreement, including any Service Orders and Statements of Work, will be effective at the end of the then expiring term, or at such later date as set forth in the notice.
- 3.2. Termination by GCI. GCI may terminate any Service if Customer materially breaches this Agreement, including by failure to pay any Service Charge when due, and if Customer does not cure such breach within 15 days of notice given to Customer in writing. If GCI terminates Service prior to the end of the Term due to Customer's material breach, Customer will be responsible for paying any early termination fees set forth in the applicable Service Order or Statement of Work and unreturned equipment fees. GCI may terminate this Agreement or suspend Service without notice (i) in order to prevent damage to or degradation of its Internet network integrity; (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.

3.3. Termination by Customer. Unless otherwise stated in a Service Order or Statement of Work, Customer may terminate one or more Services at any time subject to being charged any early termination fee set forth in the applicable Service Order or Statement of Work, and subject to any advance notice required by a Service Order or Statement of Work.

3.4. Effect of Termination. Customer must return any GCI Equipment upon termination or Customer will be charged for such unreturned equipment. Termination of any or all of the Services does not relieve Customer of the obligation to pay for past due amounts and Service Charges through the date of termination. If a Customer terminates a bundled Service for which it is receiving a bundled service discount, GCI may reduce or eliminate the discount.

#### 4. USAC FUNDING

4.1. To the extent the Services are funded through the Universal Service Administrative Company ("USAC"), Customer is responsible for compliance with all USAC rules regarding application for funding and use of any funded Services, and Customer acknowledges that failure to comply with these provisions may place Customer's eligibility to receive funding at risk. If funding is denied or terminated in full or in part at any time due to any action or inaction on the part of Customer, then Customer will remain liable for all Service Charges and any applicable Early Termination Charges.

4.2. If Customer is relying on USAC to pay for eligible portions of the Services, Customer will 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 agrees that it will use all reasonable and lawful means to obtain USAC funding, including applying for such funding in a timely manner, requesting sufficient funds to cover the eligible costs of Services, and complying with all USAC rules. Customer agrees to submit FCC Form(s) 486 or FCC Form(s) 467 not more than 30 days after the date of the Funding Commitment Decision Letter(s) for each Funding Request Number listing GCI as the service provider.

4.3. If Customer is denied USAC 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 will be responsible for the full retail value of the services provided. If Customer appeals a 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 USAC funding was denied pending the appeal, or to cooperatively develop a payment plan with the GCI 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 USAC 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 USAC funding in whole or in part, the balance owed will be due in full. Customer must either (a) pay the entire unpaid balance or (b) execute a mutually acceptable written payment plan within 30 days, otherwise GCI may, in its sole discretion, terminate this Agreement and immediately cease providing Services hereunder to Customer. If the final administrative body order restores USAC funding in whole or in part, credits will be applied to Customer's account in accordance with such funding decision.

4.4. If Customer fails to successfully file an FCC Form 486 or 467 within the deadline, the Services covered by the funding commitment requiring the form may be terminated at GCI's sole discretion. Customer remains responsible for payment in full for all services delivered up to the point of termination.

4.5. Unless otherwise specified, Customer may terminate or modify the Services related to a USAC Funding Request Number ("FRN") if denied USAC funding in full for reasons other than noncompliance with the relevant rules and filing requirements. Under such circumstances, Customer must provide written notice of termination to be received by GCI not less than 30 days from desired date of termination. Additionally,

upon termination or modification, Customer will remain liable for its portion of the Service used prior to termination.

- 4.6. Unless otherwise specified in writing, Customer is always liable for the portion of the Services which is not funded through USAC and must remit such amounts to GCI on a timely basis each month.

5. **PREMISES AND EQUIPMENT**

- 5.1. **Service Equipment on Customer Premises.** If access to any Customer building or related real property ("Customer's Premises") is required for the installation, maintenance, or removal of GCI Equipment or Customer Equipment (jointly referred to as "Equipment"), Customer will ensure that GCI has reasonable access to Customer's Premises and will identify and obtain any necessary third party consents and approvals, including but not limited to lessor consents and local land use approvals, if applicable. Customer will at its own expense be responsible for all site preparation activities necessary for Equipment Installation. Customer represents and warrants that Customer has good and marketable title or a good and valid leasehold interest to any portion of Customer's Premises where Equipment will be installed. Customer agrees to notify GCI in writing prior to executing this Agreement if Customer's Premises are either owned or managed by the State of Alaska Department of Transportation and Public Facilities as an airport property, or by any federal agency, including but not limited to the Bureau of Land Management, Indian Health Service, or Bureau of Indian Affairs. Customer will defend, indemnify, and hold harmless GCI from any claims, suits, or enforcement proceedings, penalties, or relocation costs arising from or necessitated by breach of any representation or warranty provided by Customer in this paragraph.

- 5.2. **Damage During Installation.** Customer acknowledges that GCI may be required to perform internal wiring and other work at Customer's premises in order to install Equipment. Customer further understands that certain Equipment may be mounted to walls and ceilings in order for the Service to function properly. GCI will use commercially reasonable efforts to keep damage to walls, ceilings and premises to a minimum, but will not be responsible for repairing or returning Customer's premises to its original condition, except to the extent caused by GCI's gross negligence or willful misconduct.

5.3. **GCI Equipment.**

- 5.3.1. "GCI Equipment" means all equipment and facilities installed or leased to Customer by GCI, except for Customer Equipment (defined below). GCI Equipment is for Customer's exclusive use only for purposes of using the Service during the Term and remains GCI's property. Customer agrees that it will not allow the GCI Equipment to be serviced by anyone other than GCI employees or agents. Except as otherwise provided in this Agreement, Customer may not permit any attachments to, alteration of, or tampering with the GCI Equipment. GCI may remove or change the GCI Equipment at its discretion at any time during the Term or following the termination of Service. Customer agrees that addition to, removal of, or changes to the GCI Equipment may interrupt Service. Customer agrees that the GCI Equipment must be returned to GCI at the end of the Term and that it will be in working order other than reasonable wear and tear. In the event the GCI Equipment is lost, stolen, damaged, destroyed, or otherwise not returned promptly, Customer agrees to pay the current replacement cost of the GCI Equipment.
- 5.3.2. GCI will use commercially reasonable efforts to maintain any GCI Equipment, to the extent such equipment is on GCI's side of the demarcation point, and subject to the noted exclusions. Unless specifically set out in writing, GCI will not provide or install any equipment on Customer's side of the demarcation point. During the Term, GCI will repair or replace defective GCI Equipment at no charge to Customer unless it is determined that Customer is responsible for such equipment failure. The cost of GCI service required to repair problems caused by Customer's failure to follow GCI's written instructions provided to Customer or by Customer's unauthorized repair,

modification, or relocation of GCI Equipment, or by misuse or negligent acts, will be the responsibility of the Customer.

5.4. Customer Equipment.

- 5.4.1. "Customer Equipment" means any Customer-owned, Customer-provided, or third-party hardware or software and that is used on the Customer's side of the demarcation point. GCI reserves the right to prohibit any Customer Equipment that it finds harmful.
- 5.4.2. Customer may not use or install any equipment on GCI's side of the demarcation point without permission from GCI in writing. GCI cannot guarantee that Customer Equipment will work with the Service. GCI may not be able to support or troubleshoot Customer Equipment and is not responsible for the ongoing maintenance of any Customer Equipment. Customer must cooperate with GCI in configuring and managing Customer Equipment in order to implement and operate the Service. GCI may, at its sole discretion, agree to service or troubleshoot Customer Equipment at Customer's request, at GCI's then-standard rates. Any such agreement by GCI must be in writing.

6. SECURITY, ACCEPTABLE USE AND PRIVACY

- 6.1. Network Security. In an effort to provide a secure Service, GCI deploys industry-recommended security measures on its network. In addition, GCI recommends the use of firewalls and security/malware software to protect Customer's systems and data. It is Customer's sole responsibility to take appropriate precautions to protect against damage to or destruction of hardware, software, files, and data. GCI is not responsible to Customer for unauthorized use of the Service or unauthorized access to Customer's data unless the unauthorized use or access results from GCI's failure to meet its security obligations stated in the Agreement. Any specifically applicable security provisions for an Individual Service provided by GCI will be included in the relevant Service Order. GCI's obligations with respect to security of the Services are limited to those specifically set forth in this Agreement.
- 6.2. Account Security and Passwords. Customer is responsible for maintaining the confidentiality of any passwords used to access or use the Services. Customer is fully responsible for all activities that occur under Customer's password or account, including any breach of the Agreement. Customer must notify GCI immediately upon learning of unauthorized access to the Service or Customer's account.
- 6.3. Acceptable Use. Customer agrees to comply with the Acceptable Use Policy when using the Service, which is available online at <https://www.gci.com/about/terms-conditions>. If Customer fails to comply, GCI may suspend or terminate Service. The Acceptable Use Policy may be changed by GCI from time to time without notice. In the event of such changes, the new Acceptable Use Policy will be posted online at the above link.
- 6.4. Privacy. The GCI Privacy Policy, available online at <https://www.gci.com/privacy-policy>, explains how GCI handles Customer's personal data. The Privacy Policy describes the data GCI collects, how the data is used, and how GCI protects its Customers' privacy. By using the Service, Customer agrees to collection and use of data as described in the Privacy Policy. The Privacy Policy may be changed by GCI from time to time without advance notice. In the event of such changes, the new Privacy Policy will be posted online at the above link.
- 6.5. CPNI Consent. Under federal law, Customer has a right, and GCI has a duty, to protect the confidentiality of information about the amount, type and destination of Customer's wireless service usage. This information, called Customer Proprietary Network Information (CPNI), includes information that relates to the quantity, technical configuration, type, destination, location, and amount of use of GCI's service and related information in Customer's bills. It does not include Customer's name, address, or telephone number. GCI may use Customer's CPNI to provide or market GCI's wireless products and services to Customer, to protect GCI's right or property, to provide information to emergency personnel, and to

protect Customer or others from fraudulent, abusive, or unlawful use of GCI's services. GCI also may use Customer's CPNI to comply with any law or legal process (such as a court order or subpoena). Customer's acceptance of this Agreement constitutes consent that GCI may use Customer's CPNI to market additional GCI services to Customer, including with third parties. Customer also consents to GCI sharing Customer's CPNI with other carriers to validate and/or accomplish any request for number portability into or out of GCI's Service. This consent survives the termination of Service and is valid until Customer removes it. To remove this consent at any time, notify GCI in writing by email at [gciprivacy@gci.com](mailto:gciprivacy@gci.com) or at the address set forth in Paragraph 9.4 below, providing (1) name, (2) Service address, (3) billing address, (4) telephone number including area code, and (5) service account number. Removing consent will not affect current Services.

- 6.6. **PIN Number.** The F.C.C. requires that customers set up and use a Private Identification Number ("PIN") when communicating with GCI to obtain certain information about, or to make certain changes to its telephone account. Use of this PIN may be waived by the account owner or authorized account user, by contacting Customer Service at 265-5454, or (800) 800-7754 (Toll Free), with proper authentication ("PIN Waiver"). The PIN Waiver will remain in effect until revoked by the account owner.
- 6.7. **Content.** There may be content available through the Internet that is illegal, violates third party property or other rights, or is offensive. GCI is not responsible for the content contained on the Internet or otherwise available through the Service. GCI will not be liable for any claims, losses, actions, damages, suits, or proceedings arising out of, or otherwise relating to, such content. Websites visited, or data received through the Service may contain viruses. It is Customer's sole responsibility to take appropriate precautions to protect against damage to or destruction of hardware, software, files, and data. GCI may, but is not required to, suspend or terminate availability of the Service if a virus is found on any Customer Equipment or in any communications sent or received through the Service.
- 6.8. **Use of Service.** Customer may not use or permit another to use GCI Equipment or the Service for any unlawful purposes. Customer may not post or transmit through the Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others (including copyrights, patents, trademarks, trade secrets or proprietary rights), that is unlawful, threatening, abusive, obstructive, harassing, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, that encourages conduct that would constitute a criminal offense, gives rise to civil liability, or otherwise violates any law. Customer will not use GCI Equipment at any time at an address other than the service address specified in your account without GCI's prior written authorization. Customer agrees and represents that it will not resell or permit another to resell the Service in whole or in part. Customer acknowledges that it is accepting this Agreement on behalf of all persons who use GCI Equipment or the Service at the service address and that Customer has sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement. Customer further acknowledges and agrees that Customer will be solely responsible for any transactions, including, without limitation, purchases made through or in connection with the Services. Customer agrees to use all commercially reasonable efforts to prevent unauthorized access to, use of, or interference with use of the Services, and must notify GCI promptly of any unauthorized use, access, or interference

## **7. SYSTEMS AND DATA**

- 7.1. **Data Files.** Customer's data files and the data contained therein shall be and remain Customer's property. Customer's data shall not be utilized by GCI for any purpose other than that of rendering Services to Customer under this Agreement, nor shall Customer's data or any part thereof be disclosed, sold, assigned, leased or otherwise disposed of to third parties by GCI, its employees or agents.
- 7.2. **Systems.** Customer is wholly responsible for the integrity and security of its systems and data. Customer will back up all systems and data and, on a schedule, determined by Customer.

8. **PROFESSIONAL SERVICES.**

- 8.1. **Statement of Work.** A Statement of Work (SOW) will apply to professional services provided under this Agreement and will set forth a full description and scope of the Services to be provided by GCI.
- 8.2. **Network and System Downtime.** Many network installations and other professional services require scheduled server or network down time. GCI will work with Customer to schedule project work to minimize the number and duration of disruptions and down time. All scheduled server and network down time activities are estimated durations only and subject to change by GCI. Customer acknowledges that in order for GCI to pass along certain cost efficiencies to Customer, server and network down time will be scheduled during the office hours of 8:00 AM to 5:00 PM Pacific Standard Time, whenever possible. Customer's users can often still use their computers during scheduled down time but will not be able to access some or all of the network resources or services. Down time may be pre-scheduled during weekend and evening hours but will result in overtime charges for labor to Customer.
- 8.3. **Professional Service Investigations.** Customer's systems, software and hardware characteristics may vary significantly between successive test points and sample intervals or Customer project locations reviewed by GCI in developing a Statement of Work cost, schedule and project plan. Because of the inherent uncertainties in these initial project evaluations, changed or unanticipated conditions may occur that could affect the total Statement of Work cost for professional services, as well as schedule and project plans. These conditions and cost together with the project execution effects are not the responsibility of GCI.
- 8.4. **Travel and Other Expenses.**
- 8.4.1. **Travel Expenses.** All travel will be FOB GCI offices, unless otherwise identified in the Statement of Work. All travel cost including but not limited to airfare, vehicle rental, lodging, meals etc. will be billed as identified in the Statement of Work. If administrative time to secure the arrangements for personnel and material are to be billed to Customer, it will be indicated in the Statement of Work at the provided labor rates in the Statement of Work. While all efforts are made to estimate these expenses, the actual expense may vary due to factors such as availability of specific lodging, rental cars, and airfare or for other reasons outside of the control of GCI. GCI will occasionally book fares that allow for flight schedule changes with no prior notice or additional charge. This is occasionally necessary due to the inability to precisely predict length of some project engagements due to Customer scheduling restraints or other factors. Wherever possible, GCI will book the lowest cost flights.
- 8.4.2. **Lodging.** GCI will book hotel accommodations and separate rooms for each GCI employee assigned to a Statement of Work. Hotel accommodations are chosen that are clean, with private bathrooms and shower facilities and that are priced according to GCI's internal travel policies.
- 8.4.3. **Rental Car.** GCI may utilize one rental car for each day on-site in a remote location. A rental car helps speed delivery of service and reduces waiting charges associated with taxis, buses, or private transportation from a Customer employee. Should Customer elect to provide ground transportation, formal arrangements must be made with GCI at least one business day in advance of a GCI's arrival at the Customer's location. GCI will charge for actual travel time should Customer elect to provide ground transportation.
- 8.4.4. **Per Diem.** Per Diem charges, if applicable, will be defined in the Statement of Work.
- 8.4.5. **Travel Time.** Travel time will be charged per individual professional resource as stated in the Statement of Work. Travel time will start from the time the professional resource leaves GCI's office, until he/she arrives at the Customer's site. Travel delays once the professional resource has departed, due to weather or any other reason outside of the Company's control, will be charged to the Customer at the rate shown in the Statement of Work.
- 8.4.6. **Freight.** Customer is responsible for all Customer purchased equipment transportation costs and expenses. Any costs incurred by GCI will be billed to Customer.



**8.5. Standard of Care, Warranty and Limitations.**

- 8.5.1. The standard of care applicable to GCI's Services will be the degree of skill and diligence normally employed by professional and technical IT support companies providing the same or similar Services at the time GCI's Services are performed. GCI will re-perform any Service not meeting this standard without additional compensation, subject to Customer providing GCI written notice of such non-conformance within 60 days from the date of Service completion (Project Statement of Work Completion) of the Services. In any event, GCI's liability under this Agreement shall be limited to the obligation to re-perform any work not meeting the Statement of Work project specification.
- 8.5.2. GCI will pass through to Customer any manufacturer or supplier's warranty on all equipment, hardware or software purchased through GCI. GCI will work with Customer to integrate equipment, hardware or software supplied by the Customer into the project specification. GCI makes no warranties, either expressed or implied, concerning compatibility of hardware or software supplied by the Customer. GCI will not be responsible for any loss of or corruption of data and or program files and/or loss of production due to network installation, network failure or network component failure.
- 8.5.3. GCI does not warrant that the GCI supplied professional services, equipment, hardware or software 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 Customer supplied equipment, hardware or software integrated into the project specifications and deliverables or content transmitted or accessible through the Service or any Customer connectivity service and disclaims any responsibility for the same.

- 8.6. GCI Personnel at Customer's Location. Customer agrees to provide GCI employees and subcontractors assigned to support the Statement of Work, a suitable place of work, which will comply with all applicable Federal, State and local health and safety laws and regulations. If Customer should desire that GCI employees and subcontractors abide by certain of its safety rules and regulations, then Customer will furnish to GCI copies of such rules and regulations so that GCI may instruct such personnel accordingly. Customer agrees to provide GCI employees and subcontractors any Customer required safety and health training at Customer's sole cost and expense. In the event the work described in any Statement of Work under this Agreement requires the use of any personal protective or safety equipment, Customer will supply such equipment at Customer's sole cost and expense.

**8.7. Changes to Statement of Work (SOW), Revision Orders.**

- 8.7.1. All Customer requests for professional service(s) that are not specifically itemized in the Statement of Work require an approved SOW Revision Order signed by Customer and GCI. SOW Revision Orders will include the statement of the change to be performed, a labor estimate based on GCI's time and material rates and an amended work schedule, if applicable. Changes or additions of material and equipment costs, including freight, handling and any additional project mobilization costs will be listed separately in the SOW Revision Order.
- 8.7.2. All executed Revision Orders will be considered attached to this Agreement as an addendum and subject to the terms and conditions of the Agreement. While GCI will provide an estimate of the anticipated cost and schedule impacts for each Revision Order, GCI makes no guarantee as to the actual cost and schedule impacts created by the approved Revision Orders. Customer agrees, GCI retains the right to direct a Revision Order under this Agreement, approved and paid by Customer, which captures the reasonable cumulative impact costs of all Revision Orders approved under the individual Statement of Work.
- 8.7.3. Changes in laws or regulations not known or foreseeable on the date of the Statement of Work execution, which have an effect on the cost or schedule of GCI's Services, are subject to a request for a Revision Order under this Agreement.



8.8. Project Close Out

8.8.1. GCI may send a notification of project completion to Customer at the end of the project. GCI considers a project complete when all tasks have been completed and all deliverables turned over to the Customer. The Project (as applicable and detailed in the Statement of Work) will be used as the guideline to determine project completion.

8.9. GCI may request a meeting with Customer to review the project completion report and to demonstrate the project deliverables were completed. If there are any project deliverables Customer understands were not completed by GCI, such deliverables will be reviewed by GCI and a corrective action plan may be developed to satisfy any incomplete deliverables. If all tasks are found by Customer to be complete, Customer is expected to sign the project close out reports and GCI will close the project. If such signature is unreasonably withheld, GCI may invoice Customer for additional project management time.

9. LIABILITY AND DISPUTE RESOLUTION

9.1. 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 will limit any other remedies of the Parties.

9.2. 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.

9.3. LIMITATION OF LIABILITY. 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. GCI'S LIABILITY FOR ANY ACTION OR INACTION WILL IN NO EVENT EXCEED GCI'S 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.

9.4. 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 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](http://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.

#### 10. CONFIDENTIALITY

- 10.1. "Confidential Information" means information disclosed by GCI to Customer in connection with the Services, or the negotiation or performance of this Agreement, even if such disclosure occurred before the Effective Date.
- 10.2. Customer may not at any time during or after the termination of this Agreement disclose any Confidential Information outside its organization. Customer must use the same degree of care in safeguarding the Confidential Information as it uses for its own confidential information of like importance, but in any case, no less than reasonable care. Upon discovery of any disclosure or misuse of Confidential Information, Customer will notify GCI and will act to prevent any further disclosure or misuse.
- 10.3. Customer's obligation of confidentiality and restriction on use will not apply to information that: (i) must be disclosed or made publicly available under applicable E-Rate and USAC rules; (ii) at the time of disclosure was available to the public; (iii) after disclosure became available to the public by publication or otherwise by a person other than Customer; (iv) was in the possession of Customer or its subsidiaries or affiliates at the time of disclosure; (v) was received by Customer from a third party without an obligation of secrecy; or (vi) was or is disclosed to another party by GCI or its agents or authorized representatives without a corresponding obligation of confidence.
- 10.4. Customer is permitted to disclose Confidential Information as required by law or regulation provided, however, that Customer must (i) if not prohibited by law or regulation, give GCI written notice promptly upon receipt of a disclosure requirement and before the disclosure is made; (ii) take reasonable actions and provide reasonable assistance to the GCI to secure confidential treatment of the Confidential Information; and (iii) disclose only such Confidential Information as is required.

#### 11. MISCELLANEOUS

- 11.1. 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.
- 11.2. Use of Services. Customer will 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 will be responsible for any such use of the Service by Customer or its users.

- 11.3. **Trademarks.** 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.
- 11.4. **Notices.** Unless explicitly stated otherwise, all notices required or permitted under this Agreement 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 will be deemed effective upon receipt.

**Customer:**

Yukon Kuskokwim Health Corporation  
Attention: Lukas Vanasse  
PO Box 528  
Bethel, AK 99559

**GCI:**

GCI  
Attention: Annette Jones  
2550 Denali Street, Suite 1000  
Anchorage, AK 99503

**With a copy to:**

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

- 11.5. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto.
- 11.6. **Assignment.** Neither this Agreement, nor any of Customer's rights or obligations herein are transferable or assignable by Customer without GCI's prior written consent and any attempted transfer or assignment hereof not in accordance herewith are null and void.
- 11.7. **Severability.** If any portion of this Agreement is held to be unenforceable, the unenforceable portion will 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 will remain in full force and effect.
- 11.8. **No Waiver.** Either Party's failure to insist upon or enforce strict performance of any provision of the Agreement will not be construed as a waiver of any provision or right. Neither the course of conduct between Parties nor trade practice will act to modify any provision of this Agreement.
- 11.9. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Alaska, without regard to its conflicts of law provisions.
- 11.10. **Entire Agreement.** This Master Services Agreement, along with any Service Orders and any exhibits or attachments thereto, constitute the complete agreement between the Parties and supersedes all prior understandings or arrangements between them regarding the subject matter of this Agreement.
- 11.11. **Intellectual Property.** All materials, software, formulas, calculations, records, reports, and data developed in performance of this Agreement as well as any materials given by GCI to Customer pursuant to this Agreement will remain the exclusive property of GCI and will be returned to GCI upon written request or at the end of this Agreement.
- 11.12. **Force Majeure.** "Force Majeure Event" means any cause beyond GCI's reasonable control and without the fault or negligence of GCI or its subcontractors, including but not limited to fire, flood, earthquake, volcanic activity, unusually severe weather, vandalism or external aggression to the communication facilities that is not attributable to GCI or its employees or agents, failure of satellite or plant structure, act of terrorism, sabotage, power outages outside of the reasonable control of GCI, tail circuit or local loop outage outside of the reasonable control of GCI, explosion, war, strike, embargo, pandemic, epidemic,

government requirement, act of civil or military authority, act of God, failure of a third party to grant or renew a materially required and non-substitutable right of way, permit, easement or other required authorization for use of the intended right of way (provided that GCI relief has used its commercially reasonable efforts to obtain the required right of way, permit, easement or other required authorization). No Party will be held liable for any delay or failure in performance of any part of this Agreement (other than the duty of payment) caused by a Force Majeure Event. If any Force Majeure Event occurs, the Party whose performance fails or is delayed because of such Force Majeure Event ("Delayed Party") will promptly give written notice thereof to the other Party. The Delayed Party will use all commercially reasonable efforts to avoid or mitigate performance delays despite a force majeure condition, and unless the force majeure substantially frustrates performance under the Agreement, will restore performance as soon as the Force Majeure Event is removed.

11.13. **Representation on Authority of Signatories.** Each person signing the Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver the Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the Effective Date.

**Yukon Kuskokwim Health Corporation**

  
Authorized Customer Signature

Lukas Vanasse CEO  
Printed Name and Title

5/24/19  
Date Signed

**GCI Communication Corp.**

  
Authorized GCI Signature *President*

Gregory F. Chupardos CEO  
Printed Name and Title

5/24/19  
Date Signed

Health Care Providers Universal Service  
Funding Request and Certification Form

Estimated time per response: 1.5 hours

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

Block 1: HCP Information		FRN:	
1 HCP Name Mertarvik Clinic	2 HCP Number 67233		
3 Form 465 Application # 43195129	4 Consortium Name (If any)		
Block 2: Bill Payer Information			
5 Billed Entity Name Yukon-Kuskokwim Health Corporation		6 Billed Entity FCC RN 0013620463	
7 Contact Name Larry O Howard			
8 Address Line 1 829 Chief Eddie Hoffman Hwy			
9 Address Line 2 PO Box 528			
10 City Bethel		11 State AK	12 Zip 99559
13 Contact Phone # (907) 543-6307	14 Fax # (907) 543-6570	15 Email larry_o_howard@ykhc.org	
Block 3: Funding Year Information			
16 Funding Year - Check only one box			
<input checked="" type="checkbox"/> Year 2019 (07/01/2019 - 06/30/2020) <input type="checkbox"/> Year 2020 (07/01/2020 - 06/30/2021) <input type="checkbox"/> Year 2021 (07/01/2021 - 06/30/2022)			
Block 4: Service Information			
17 Type of Service & Circuit Bandwidth (Documentation required) MPLS 5 Mbps			
18 Total Billed Miles 0		19 Maximum Allowable Distance (From Form 465) 496	
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	Anel Burr		
24 Service Provider Contact Person's Phone #	(907) 668-7125		
25 Service Provider Contact Person Email	aburr@gci.com		
26 Circuit Start Location	6049 15 N 16430 14 W Mertarvik, AK 99559		
27 Circuit Termination Location	829 Chief Eddie Hoffman Hwy Bethel, AK 99559		
28 Billing Account Number	RH000220011		
29 Tariff, Contract or other document reference number	HC-555-03		
30 Date Contract Signed or Date HCP Selected Carrier	31-May-2019		
31 Contract Expiration Date (mm/dd/yyyy or NA if MTM)	30-Jun-2022		
32 Service Installation Date	01-Jul-2019		
33 Actual Rural Rate per Month (Enclose Documentation)	42100 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.			

<p><b>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.</b></p>				
<p><b>Block 5: Mileage-based Charge Discount Request</b></p>				
<p>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.</p>				
36 Billed Circuit Miles				
37 Monthly Mileage Charges (Exclude Channel Termination chgs, etc.)				
38 Cost per Mile per Month				
<p>If Line 33 equals Line 37, please ensure that ONLY mileage-related charges are included in Line 37. (See instructions.)</p>				
<p><b>Block 6: Comprehensive Rate Comparison Request</b></p>				
<p>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.</p>				
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 00			
41 Monthly Urban Rate (in selected large city). From RHCD website: <input type="checkbox"/> or Other rate documentation attached: <input checked="" type="checkbox"/>	220 00			
<p>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.</p>				
42 Billed Circuit Miles				
43 Monthly Mileage Based Charges				
44 Cost per Mile per Month				
<p><b>Block 7: Bid Documentation</b></p>				
<p>45 Did you receive any bids in response to the Form 465 Request for Services posted on the RHCD website? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If you checked yes, copies of the bids MUST be submitted to RHCD.</p>				
<p><b>Block 8: Certification</b></p>				
<p>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 47 C.F.R. § 54.603(b)(4) 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.</p>				
<p>47 <input checked="" type="checkbox"/> Pursuant to 47 C.F.R. § 54.601 and 54.603, I certify that the HCP 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. § 254. I understand that any letter from RHC that erroneously states that funds will be made available for the benefit of the applicant may be subject to rescission.</p>				
<p>48 <input checked="" type="checkbox"/> I hereby certify that the billed entity will retain complete billing records for the service for five years.</p>				
<p>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.</p>				
50 Signature Electronically signed	51 Date 31-May-2019			
52 Printed name of authorized person Mark Jones	53 Title or position of authorized person IT Security Officer			
54 Employer of authorized person Yukon-Kuskokwim Health Corporation	55 Employer's FCC RN 0013620463			

**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 REQUIRED BY THE PAPERWORK REDUCTION ACT**

Part 54 of the Federal Communications Commission's (FCC) rules authorize the FCC to collect the information requested in this form. Responses to the questions herein are required to obtain the benefits sought by this form. Failure to provide all requested information will delay processing or result in the form being returned without action. Information requested by this form will be available for public inspection. The information provided will be used to determine whether approving this request is in the public interest.

We have estimated that each response to this collection of information will take 1.5 hours. Our estimate includes the time to read the instructions, look through existing records, gather and maintain the required data, and actually complete and review the form or response. If you have any comments on this estimate, or on how we can improve the collection and reduce the burden it causes you, please write the Federal Communications Commission, AMD-PERF, Paperwork Reduction Project (3060-0804), Washington, DC 20554. We will also accept your comments via the Internet if you send them to [pra@fcc.gov](mailto:pra@fcc.gov). Please DO NOT SEND COMPLETED APPLICATIONS 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 PAPERWORK REDUCTION ACT OF 1995, P.L.104-13, OCTOBER 1, 1995, 44 U.S.C. § 3507.**

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

**Block 2: Bill Payer Information (continued)**

Billed Entity Contact Employer: Yukon-Kuskokwim Health Corporation

County: Bethel

**Block 4: Service Information (continued)**

Rural Rate

Carrier ACarrier B

GCI Communication Corp

Undiscounted cost per month (excluding taxes &amp; fees):

\$40656.00

Monthly Taxes &amp; Fees:

Total Undiscounted Cost per Month: \$40656.00

Carrier CCarrier D**Block 5: Mileage-based Charge Discount Request (continued)**

Mileage Charges

Carrier ACarrier BCarrier CCarrier D**Block 6: Comprehensive Rate Comparison Request (continued)**

Urban Rate

Monthly Urban Rate (excluding taxes &amp; fees): \$200.00

Monthly Taxes &amp; Fees:

Total Monthly Urban Rate: \$200.00

**Block 7: Bid Documentation (continued)**

Number of Service Providers that Bid: 1





Yukon Kuskokwim Health Corporation  
Attention Mark Jones  
PO BOX 528  
Bethel, Alaska 99559

June 1, 2019

Re: Urban Rates for FY2019, July 1, 2019 – Jun 30, 2020

Dear Mr. Jones;

The monthly recurring urban rates for the services in three-year contract HC-555-03, are as follows:

- 10 Mbps MPLS service has an urban rate of \$220.00 per month
- The one-time urban rate charge is not applicable since no one-time rural rate charge was applicable to this contract in this funding year.

Attached is the publicly-available rate charges for commercial customers in Anchorage, Alaska. The rate can be found on GCI's website under the ConnectMD Medical Network, GCI Anchorage Urban MPLS Rate Table. The URL for GCI's website and the urban rate tables is:

<https://www.gci.com/-/media/files/gci/regulatory/anchoragemplsurbanratetable2019.pdf>

If you have any further questions please contact me at [aburr@gci.com](mailto:aburr@gci.com), 907-868-7125 (direct), or 888-770-7875 (toll free).

Sincerely,

A handwritten signature in cursive script that reads "Ariel Burr".

Ariel Burr  
Universal Service Fund Manager  
Managed Broadband Services



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



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

**GCI Service Order –HC-555-03**

This Service Order is an attachment to Service Order Summary ("Service Order Summary") and subject to the terms and conditions of the GCI Master Services Agreement HC-555 ("Agreement") between GCI Communication Corp. ("Company" or "GCI") and Yukon Kuskokwim Health Corporation ("Customer") (each a "Party" and collectively, "the Parties"). By executing the Service Order Summary, Customer agrees to be bound by the terms and conditions of this Service Order.

**1. DESCRIPTION OF SERVICES**

**1.1. Service Menu.**

<u>Service</u>	<u>Qty</u>	<u>Install</u>	<u>Unit Price</u>	<u>SLA</u>
1 Mbps MPLS	1	0.00	4,480.00	Exhibit B
2 Mbps MPLS	1	0.00	8,660.00	Exhibit B
3 Mbps MPLS	1	0.00	12,840.00	Exhibit B
4 Mbps MPLS	1	0.00	17,020.00	Exhibit B
5 Mbps MPLS	1	0.00	21,200.00	Exhibit B
10 Mbps MPLS	1	0.00	42,100.00	Exhibit B
15 Mbps MPLS	1	0.00	63,050.00	Exhibit B
20 Mbps MPLS	1	0.00	83,950.00	Exhibit B
25 Mbps MPLS	1	0.00	104,900.00	Exhibit B
30 Mbps MPLS	1	0.00	125,800.00	Exhibit B
35 Mbps MPLS	1	0.00	146,720.00	Exhibit B
40 Mbps MPLS	1	0.00	167,620.00	Exhibit B
45 Mbps MPLS	1	0.00	188,550.00	Exhibit B
50 Mbps MPLS	1	0.00	209,450.00	Exhibit B

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## 2. SERVICES AND PRICING

- 2.1. Service Charges. The Services selected by Customer and the associated Service Charges are set forth in the Services and Pricing page, Exhibit A or a Change Order.
- 2.2. Start of Billing. Charges will begin on the date identified in the Customer Acceptance Form ("CAF") required under Section 4.2 ("Start Billing Date").
- 2.3. Delinquent Invoices. Customer will pay GCI all Service Charges within 30 days of billing. Overdue payments will bear a one-time late charge and will be charged a per month finance charge from the original billing date. Charges will begin on the date of acceptance of the Service.

## 3. TERM, SUSPENSION AND TERMINATION

- 3.1. The initial term of this Service Order will begin on July 1, 2019 and end on June 30, 2022 (the "Initial Term"). Following the end of the Initial Term, Customer may request to extend this Service Order for up to ten consecutive 12-month periods (each, a "Renewal Term" and jointly with the Initial Term, referred to as the "Term"). Requests for extension must be in writing in letter or email format and must be received by GCI at least 90 days prior to the expiration of the then-existing Term. If this Service Order is not terminated by either Party and a Renewal Term is not agreed to by the Parties prior to the end of any Term, the Service will continue on a month-to-month basis and may be terminated by either Party by giving 60 days advanced written notice prior to the planned termination date.
- 3.2. Suspension by GCI.
  - 3.2.1. GCI may, at its sole discretion, suspend the Services without notice for the following reasons: (i) to prevent damage or degradation of its network integrity; (ii) to comply with any law, regulation, court order, or other governmental request requiring immediate action; or (iii) to protect itself from legal liability.
  - 3.2.2. A suspension of Services will continue until such time as GCI believes the problem giving rise to the suspension has been resolved to GCI's sole satisfaction.
  - 3.2.3. During a suspension of the Services under this Section 3.2, GCI will continue to bill Customer for the Services and Customer will remain responsible for full, prompt payment of the Service Charges as required under the terms of this Service Order. No service level credit available under Section 9 will be given for a suspension of Services.
- 3.3. Termination by GCI.
  - 3.3.1. GCI may terminate Service if Customer materially breaches this Service Order of the Agreement; provided that Customer does not cure the breach within 30 days of written notice from GCI. If GCI terminates Service prior to the end of the Term due to Customer's material breach, Customer will pay a fee 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 (an "Early Termination Charge").
  - 3.3.2. GCI may terminate Service without notice (i) in order to prevent damage to or degradation of its Internet network integrity; (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 may terminate Service upon six months' prior notice if GCI substantially ceases to provide services in the state in which the Customer is located.

3.4. Termination by Customer.

3.4.1. Except as set forth herein, if Customer terminates all or part of its Service prior to the end of the Term, Customer will pay an Early Termination Charge.

3.4.2. Customer may terminate this Service Order prior to expiration of the Term without incurring an Early Termination Charge if such termination is pursuant to a material breach by GCI; provided that GCI does not cure the breach within 30 days of receiving written notice from Customer of the breach.

3.4.3. Customer must notify GCI in writing no later than 60 days prior to the planned termination date of Services. Upon termination, Customer will be responsible for all Service Charges through the planned termination date or 60 days from notification to terminate Services, whichever is later.

4. ACCEPTANCE AND SUPPORT

4.1. Commencement of Service Charges. The Service Charges begin when (a) the Service and any associated GCI Equipment 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 any Customer Equipment.

4.2. Acceptance. The Customer's acknowledgement of service installation and testing will be in the form of a completed and returned Customer Acceptance Form ("CAF"). The Customer will not unreasonably withhold acknowledgement of service installation and testing. The Customer must respond in writing within 10 business days of receiving a CAF if Customer believes the service installation and tested date(s) are not accurate or Customer will be deemed to have accepted service.

4.3. Customer Initiated Support. Business Technical Support ("BTS") will provide Customer-Initiated Support for the Services. BTS is staffed with technically proficient individuals who are able to resolve most issues remotely within a two-hour period without requiring additional technical resources. BTS will act as the customer advocate and will manage events to resolution, while keeping Customer informed of the status.

5. CHANGES OR ADDITIONS TO SERVICE

5.1. Amendment. Services may not be removed or altered during the Term of this Agreement; however, Services may be added or substituted during the Term to meet Customer's expanding business needs as provided for herein. Any change to the Services as described in this Section 5 must be pursuant to a Change Order. All changes to the Service not authorized under this Section 5 must be pursuant to an amendment of this Service Order.

5.2. Additional Services. In accordance with GCI's proposal to provide the Services, during the Term of this Service Order, Customer may add additional Services to meet expanding needs. Customer may add Services by executing a Change Order setting forth the Services to be added (the "Additional Services").

5.3. Substituted Services. With prior written consent from GCI, Customer may substitute an existing Service under this Service Order for another Service ("Substituted Service"), whether or not the Substituted Service is set forth in Section 1. The Substituted Service must be the same or substantially similar to the Services provided by GCI prior to substitution. A Substituted Service will only be delivered to Customer pursuant to a fully executed Change Order.

5.4. Charges for Changes to Services. If Customer requests a change that requires material modifications to the Service or Equipment, including but not limited to re-location or upgrades/downgrades in circuit

capacity, there may be additional charges which will be separately invoiced. GCI will present an itemization of such additional charges to Customer for approval prior to implementing any changes to the Service.

## **6. INSTALLATION**

- 6.1. Installation Charges. Service Charges cover all normal 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 will be separately invoiced, if applicable:
- 6.1.1. Any additional non-tariff local loop installation requested by Customer that may require to extending the circuit from the Local Exchange Carrier termination point to the physical location where the demarcation equipment will be installed.
  - 6.1.2. Any additional costs for equipment that may be necessary to provide the Services or required by Customer that goes above and beyond the standard GCI provided demarcation equipment.
  - 6.1.3. Any travel and accommodation costs for technicians to and from the Service termination point.
- 6.2. Newly Occupied Facilities. If Service delivery involves transition to newly occupied facilities the cutover will be coordinated between the Parties. The cutover period will allow for complete testing of the transition and will end with Customer's acceptance in accordance with this Agreement.
- 6.3. Delivery Scope. If Service delivery involves situations not within the scope of this Agreement, delivery times will be based upon a mutually agreed deployment schedule.

## **7. ASSUMPTIONS AND CUSTOMER RESPONSIBILITIES**

- 7.1. Assumptions. GCI used the following assumptions, based on Customer information and GCI's standard procedures, in developing its cost quote and Service Order. If any of these assumptions do not hold true it will impact GCI's ability to perform the required Professional Services at the proposed nonrecurring cost, if any, and may require GCI to incur additional costs, which will be chargeable to Customer. Customer should review these assumptions for accuracy and discuss any issues with GCI.
- 7.1.1. Customer will provide timely access to Customer's premises and will designate a point of contact to provide prompt responses to questions during installation.
  - 7.1.2. Customer has accurately disclosed, to the best of its knowledge, the status of telecommunication facilities at Customer's premises.
  - 7.1.3. Customer will provide space and power for installation of Company facilities on Customer's premises.
- 7.2. Customer Responsibilities. Customer is responsible for ensuring that only its authorized users use and access the Services. Customer agrees to use all commercially reasonable efforts to prevent unauthorized access to, use of, or interference with use of the Services, and must notify GCI promptly of any unauthorized use, access, or interference.

## **8. ADDITIONAL TERMS**

- 8.1. Service Delivery and Use. GCI will 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 or the content or Services that Customer may access during the use of GCI Services. Customer is responsible for communicating with its own users of the Service, and for handling all complaints and trouble reports made by such users.

- 8.2. Industry Standard. The Services provided solely over GCI-owned facilities will 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.
- 8.3. Monitoring. 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.
- 8.4. Security. 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 network. If a potential security incident occurs it will be Customer's responsibility to determine if any notification requirements apply. 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. GCI's obligations with respect to security of the Services are limited to those specifically set forth herein.
- 8.5. Demarcation Point.
- 8.5.1. If GCI provides a cable modem or router, the demarcation point ("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.
- 8.5.2. 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 Demarcation Point.
- 8.6. Protected Health Information. Customer acknowledges that the Services provided by GCI hereunder are those of a "conduit" (as described in Health & Human Services Office for Civil Rights Guidance) and that GCI does not, as part of the Services, store or maintain any Protected Health Information ("PHI"). Customer bears sole responsibility for providing and implementing adequate policies, procedures, and training to ensure compliance with any laws or regulations relating to PHI. Customer will indemnify, defend and hold GCI, its affiliates and their officers, directors, employees and agents harmless from and against any Claims asserted against GCI relating to or arising out of its transmission of PHI using the Services.
- 8.7. IP Addresses. Customer must use private addressing for its internal network needs. GCI will provide sufficient IP Addresses to meet Customer's needs according to ARIN (American Registry for Internet Numbers) usage policies. IP network addresses assigned from a GCI net-block are non-portable and must be returned to GCI in the event that Customer discontinues the Service

9. SERVICE LEVEL COMMITMENTS/SERVICE OUTAGES

- 9.1. Applicable service level agreements are set forth in attachments to this Service Order as identified in Section 1.1 for each individual Service.

**THIS SERVICE ORDER** is governed by this Master Services Agreement MSA ("*Agreement*") and is effective as of the Date of the last signature below. Capitalized terms not defined in this Service Order Summary will have the meaning provided in the Agreement. By signing below, Customer represents that it is authorized to sign this Service Order Summary, acknowledges that it has carefully read and fully understood the Service Order Summary and all attachments and Service Orders hereto, and agrees to be bound by its terms. Facsimile and electronic signatures will be binding for all purposes.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Service Order Summary as of the date of the last signature below.

**Yukon Kuskokwim Health Corporation**

**GCI Communication Corp.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
June 1, 2019

\_\_\_\_\_  
June 1, 2019

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed



**Exhibit A**

**Services and Pricing**

This Services and Pricing page is subject to the terms and conditions of the GCI Master Services Agreement, HC-555 ("Agreement") between GCI Communication Corp. ("Company" or "GCI") and Customer as identified in the MSA ("Customer") (each a "Party" and collectively, "the Parties"), and upon execution by the Parties becomes a part of the Agreement.

**1. SERVICES AND PRICING.**

Selected Services					
Service Order #	Description	Location	MRC	NRC	SLA Reference
HC-555-03	10 Mbps MPLS	Mertarvik Clinic	42,100.00	0.00	Exhibit B
TOTAL			42,100.00	0.00	

- 1.1 Monthly recurring charges do not include taxes or regulatory surcharges that may apply, amount billed to Customer may vary.

**2. SERVICE NOTE**

None.

## Exhibit B

### Service Level Agreements

#### 1. SERVICE LEVEL COMMITMENTS/SERVICE OUTAGES

##### 1.1. Definitions.

1.1.1. Business Technical Support (BTS). Company's Business Technical Support is the official Customer interface for reporting faults or other service problems, receiving updates and receiving notification that the service is restored. The BTS contact number is 907-265-5454 or 1-800-800-7754. You can also email BTS at bts@gci.com.

1.1.2. Degraded Service. Degraded Service means that the Service fails to satisfy any of the following criteria, based on the mode of delivery (the "SLA Metrics"):

<u>TERRA Priority</u>
Latency $\leq$ 65 ms
Packet loss $\leq$ 0.1 %

Latency is measured round-trip at the network layer of the OSI stack. For network transport services, latency is measured between GCI premise equipment at each end of the service. For internet services, latency is measured between GCI premise equipment and the GCI Anchorage Point of Presence.

SLA Metrics are measured as an average over each calendar day.

1.1.3. Fault. Fault means a defect, impairment or interruption in a Service, unless excluded pursuant to Section 1.4.

1.1.4. Restoration. Restoration occurs when there is no longer a Service Outage and BTS has notified Customer that the Service has been restored.

1.1.5. Service Availability. Service Availability is based on the number of minutes in any given calendar month in which the Service is not subject to a Service Outage. Service Availability is measured as a percentage and calculated as follows:

$$\frac{(\text{Number of available minutes in a month} - \text{Total Service Outage minutes})}{\text{Number of available minutes in a month}} \times 100$$

1.1.6. Scheduled Maintenance. Scheduled Maintenance means planned maintenance conducted by the Company between 12:00 a.m. and 5:00 a.m. (Alaska Time). Scheduled Maintenance may be conducted within the maintenance window on any day of the week with seven days' advanced notice to Customer. Scheduled Maintenance does not include emergency repairs conducted outside the maintenance window, for which Company will use commercially reasonable efforts to minimize disruption to Customer.

1.1.7. Service Outage. Service Outage means a Priority 1 Fault (as defined below) at the Demarcation Point. Service Outages will be measured from the time the Customer reports the Fault to BTS or the time BTS identifies the fault to the time of Restoration.

- 1.2. Service Outage Severity and Restoration Targets. Service Outages or Faults are assigned a priority level based on severity of the event that governs Company's commitment for Restoration. The criteria for assigning a priority and GCI's commitment to responding to Faults based on their priority are as follows:

<u>Fault</u>	<u>Criteria</u>	<u>Target Mean Time to Restore</u>
Priority 1	- Total loss of Service - Degraded Service, where Service is not performing to the SLA Metrics and Customer is prepared to release it for immediate testing	- 4 hours
Priority 2	- Degraded Service, where Customer is able/still wants to use the Service is not prepared to release it for immediate testing.	- 24 hours

- 1.3. Service Availability.

The Service is designed to deliver an average Service Availability of 99.95%, which corresponds to no more than 22 minutes per month of Service Outage. If Company fails to meet its Service Availability guarantee with respect to a Service in a particular month, Customer will upon request be entitled to credits against that Service's monthly charge according to the following schedule:

<u>Total number of Service Outage minutes in a given month</u>	<u>Credit % of monthly Charge for affected Service</u>
22 – 240 Minutes	3%
241 – 480 minutes	6%
> 481 Minutes	Greater of 10% or $\{(\text{Total Service Outage minutes} / 43,200) \times 100\}$

- 1.3.1. Additional Terms. Request for SLA credits must be made within 30 days of the end of the month in which the Outage occurred and will be applied against the next monthly invoice. Company's records and data shall be the basis for all SLA calculations and determinations. Service availability credits will not exceed 100% of the price of the affected service in any single monthly billing period.
- 1.4. Limitations and Exclusions. The remedies outlined in this section are Customer's sole and exclusive remedy for violations of the Service Level Agreement. The Service Level Agreement excludes Faults resulting from any of the following:
- 1.4.1. The acts or omissions of the Customer, its affiliates, agents or contractors, or any third party, including congestion resulting from exceeding purchased bandwidth.
- 1.4.2. Scheduled Maintenance.
- 1.4.3. Equipment, networks or systems not provided by Company, including a failure or defect in the Customer's facilities or other equipment or LEC circuit used to provide the Service. Company cannot guarantee the performance of LEC circuits but will work with the LEC on behalf of Customer to expeditiously resolve circuit problems.
- 1.4.4. Events outside of Company's control, including Force Majeure Events as defined in the Agreement.

**Exhibit C**

**Service Locations**

<u>HCP Name</u>	<u>Address</u>	<u>HCP Number</u>
Mertarvik Clinic	6049'15"N 16430'14"W (on Nelson Island) PO Box 5508 Newtok, AK 99559	67233

## Christopher Beltzer

---

**From:** rhc-assist@usac.org  
**Sent:** Friday, May 31, 2019 7:59 PM  
**To:** Mark Jones  
**Subject:** [SPF:Failed] Re: YKHC - Mertarvik Clinic - FY 2019 - HCP 67233

[ External email message - this is not from YKHC ]

Hello Mark,

Thank you for reaching out to us. We were not able to receive this message as the file was too large. Please restructure and resubmit.

If you have any other questions or concerns, please contact us at [rhc-assist@usac.org](mailto:rhc-assist@usac.org).

Warm Regards,  
Tanya

RHC-Assist Support Team  
Rural Health Care Program  
Universal Service Administrative Company  
[RHC-Assist@usac.org](mailto:RHC-Assist@usac.org)  
Be sure to check out our webinars in the Trainings and Outreach section of the website [here](#)

On 5/31/2019 11:55 PM, Mark Jones wrote:

- > This message is too big (10026645 bytes) to be processed.
- > It is being kept in corporate E-mail Server on host '172.27.128.195', in mailbox 'rhc-assist@usac.loc'.



## Christopher Beltzer

---

**From:** Mark Jones  
**Sent:** Sunday, June 02, 2019 11:34 PM  
**To:** 'RHC-Assist'  
**Subject:** YKHC - Form 465 and 466 address problem - Mertarvik Clinic - FY 2019 - HCP 67233

**Importance:** High

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

I am unable to submit Form 466 FRN# 1966725 due to a problem with the address on Form 465 [43195129](#). I get the following error on the Service Information page of Form 466, which I am unable to correct:

Items with a "!" are required to submit this form

- Carrier A Line 26: Circuit Start Street

Could you please change the address on the Form 465 # 43195129 to:

Address Line 1: 9 QUIRAUN STREET  
Address Line 2: 60 49'15"N 164 30'14"W (on Nelson Island)

I can then submit the Form 466 and file an appeal with the FCC.

R. Mark Jones, CISM, PMP, CPhT  
*IT Security Officer*  
**Yukon-Kuskokwim Health Corporation**  
**Financial Services**  
P.O. Box 528 Bethel, AK 99559  
(p) 907.543.6950 | (f) 907.543.6570 | (m) 907.545.4888  
[www.ykhc.org](http://www.ykhc.org)

Exh 8-2 of 4





Universal Service  
Administrative Co.

User: mark\_jones@ykhc.org | [Logout](#)  
HCP Name: Mertarvik Clinic  
HCP Number: 67233

RURAL HEALTH CARE

[Contact RHC](#) | [Return to My Portal](#)

☒ BILL PAYER INFORMATION ☒ SERVICE INFORMATION ☐ RATE/BIDS ☐ CERTIFICATION

Block 4: Service Information

[Preview form](#) [Form Guide](#)

**RHC Note:** Applicants must upload all supporting documentation with this form. A visible "Upload" button indicates a supporting document is required. Upload information ONLY for that line item (i.e. do not upload rural rate information for Line 34 with the urban rate information on Line 41). Click on the "Upload" button and select the appropriate document from your computer. The document will be included as part of the form and will be stored in your My Documents tab under that Form 466 folder.

Line 17: Type of Service **MPLS** ☒ (Enclose documentation on line 33)  
Circuit Bandwidth **10 Mbps** ☒

**RHC Note:** Documentation supporting Line 17 (Service Type and Bandwidth) should be uploaded with Line 33 (Actual Rural Rate per Month)

Line 18: Total Billed Miles **0** ☒  
Line 19: Maximum Allowable Distance (from Form 465) **496**  
Line 20: Percentage of HCP's service used for the provision of health care. **100** % ☒  
If less than 100%, please explain: ☒

**RHC Note:** Enter your service provider's SPIN/498 ID here, then confirm the SPIN/498 ID and service provider name match your bill/contract/service agreement. If it does not match or you are not sure of the SPIN/498 ID, contact your service provider prior to completing this section. If you have more than one service provider to complete this circuit, fill out the information for the first carrier here, then click on "Add Another Carrier" below to provide information on the next carrier.

Connection Information **Carrier A**

Line 21: Service Provider Name **GCI Communication Corp**  
Line 22: Service Provider Identification Number (SPIN/498 ID) **143001199** [Choose a SPIN/498 ID](#) ☒  
Line 23: Service Provider Contact ☒  
Person Name **Ariel Burr**  
Line 24: Service Provider Contact Person's Phone Number **(907) 868-7125** Ext: ☒  
Line 25: Service Provider Contact Person Email **aburr@gci.com** ☒

**RHC Note:** The circuit start or circuit termination location must be the HCP physical location.

Populate circuit location using HCP location from Form 465 ☒ Circuit Starts at HCP Location ☐ Circuit Terminates at HCP Location

Line 26: Circuit Start Location (Street, City, St., Zip) **60°49'15"N 164°30'14"W (on Nelson Island) NEWTOK AK 99559** ☒  
Line 27: Circuit Termination Location (Street, City, St., Zip) **829 Chief Eddie Hoffman Hwy Bethel AK 99559** ☒  
Line 28: Billing Account Number **RH000220011** ☒  
Line 29: Tariff, Contract or Other Document Reference Number **HC-555-03**  
Line 30: Date Contract Signed or Date HCP Selected Carrier **Jun 1, 2019** ☒  
Line 31: Contract Expiration Date **Jun 30, 2022** ☒  
Line 32: Service Installation Date **Jul 1, 2019** ☒

Exh 8.3+4

Are you submitting a new contract to be reviewed for Evergreen endorsement? ☒ Yes ☐ No

By selecting yes, you must provide the appropriate contract information. ✓

Select Contract Info

Contract ID - Friendly name: 1168307 - HC-555

Line 33. Actual Rural Rate per Month  
(Enclose Documentation)

Undiscounted Cost per Month (excluding taxes & fees) \$42100.00 ✓

Taxes & Fees per Month \$ (optional)

Total Undiscounted Cost per Month \$42100.00 ✓

Attach ONLY Rural Rate Documentation. Do not upload documentation for other line items here.

+ Upload...

Filename: YKHC-555-03 - Mertarik Signed 6-1-19.pdf  
[Delete this file](#) ✓

Add Another Carrier

Line 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.

Attach ONLY Circuit Diagram. Do not upload documentation for other line items here.

+ Upload...

Line 35: Are you a mobile rural health care provider? ☐ Yes ☒ No

If "Yes", see instructions and attach a list of all sites to be served.

Items with a "\*" are required to submit this form

\* Carrier A Line 26: Circuit Start Street

Save and Continue

Previous

Save and Exit

Cancel Changes

[Terms and Conditions](#)

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Version 2.31.0.9

Exh 8. Yot4

## Christopher Beltzer

---

**From:** Mark Jones  
**Sent:** Monday, June 03, 2019 11:34 AM  
**To:** 'rhc-assist@usac.org'  
**Subject:** RE: [SPF:Failed] Re: YKHC - Mertarvik Clinic - FY 2019 - HCP 67233  
**Attachments:** USAC\_Grading\_Worksheet\_Mertarvik\_FY-2019.pdf; YKHC FY2019 Urban Rate Letter HC-555-03.pdf; YKHC HC-555-03 - Mertarvik Signed 5-31-19.pdf; YKHC HC-555-03 SO 2019-06-01.pdf; YKHC HC-555 MSA 2019-5-24 Signed.pdf; Mertarvik Clinic HCP 67233 FY 2019 Form 466 20190531.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Dear Sirs:

Attached are a PDF version of Form 466 for HCP 67233 and supporting documents, except the actual bid proposal by GCI as it is too large to send to your mailbox.

On the website I am not able to submit Form 466 FRN# 1966725 due to a problem with the address in lines 6 and 7 of Form 465 #43195129. I can submit the 466 with all supporting documents through the website if lines 6 and 7 of that 465 are changed to:

Line 6 - Address Line 1: General Delivery Line 7 - Address Line 2: 60 49'15"N 164 30'14"W (on Nelson Island)

R. Mark Jones, CISM, PMP, CPhT  
IT Security Officer  
Yukon-Kuskokwim Health Corporation  
Financial Services  
P.O. Box 528 Bethel, AK 99559  
(p) 907.543.6950 | (f) 907.543.6570 | (m) 907.545.4888 [www.ykhc.org](http://www.ykhc.org)

-----Original Message-----

**From:** [rhc-assist@usac.org](mailto:rhc-assist@usac.org) [<mailto:rhc-assist@usac.org>]  
**Sent:** Friday, May 31, 2019 7:59 PM  
**To:** Mark Jones  
**Subject:** [SPF:Failed] Re: YKHC - Mertarvik Clinic - FY 2019 - HCP 67233

[ External email message - this is not from YKHC ]

Hello Mark,

Thank you for reaching out to us. We were not able to receive this message as the file was too large. Please restructure and resubmit.

If you have any other questions or concerns, please contact us at [rhc-assist@usac.org](mailto:rhc-assist@usac.org).

Warm Regards,  
Tanya

RHC-Assist Support Team  
Rural Health Care Program

Universal Service Administrative Company RHC-Assist@usac.org Be sure to check out our webinars in the Trainings and Outreach section of the website here

On 5/31/2019 11:55 PM, Mark Jones wrote:

- > This message is too big (10026645 bytes) to be processed.
- > It is being kept in corporate E-mail Server on host '172.27.128.195', in mailbox 'rhc-assist@usac.loc'.

## Christopher Beltzer

---

**From:** rhc-assist@usac.org  
**Sent:** Monday, June 03, 2019 11:43 AM  
**To:** Mark Jones  
**Subject:** [SPF:Failed] Re: [SPF:Failed] Re: YKHC - Mertarvik Clinic - FY 2019 - HCP 67233

[ External email message - this is not from YKHC ]

Hi Mark,

Thank you for your email. The Filing window closed on May 31, 2019.

If you have any other questions please email us at rhc-assist@usac.org.

Warm Regards,  
LaQueca  
RHC-Assist Support Team  
Rural Health Care Program  
Universal Service Administrative Company  
RHC-Assist@usac.org

On 6/3/2019 3:41 PM, Mark Jones wrote:

> Dear Sirs:

>

> Attached are a PDF version of Form 466 for HCP 67233 and supporting documents, except the actual bid proposal by GCI as it is too large to send to your mailbox.

>

> On the website I am not able to submit Form 466 FRN# 1966725 due to a problem with the address in lines 6 and 7 of Form 465 #43195129. I can submit the 466 with all supporting documents through the website if lines 6 and 7 of that 465 are changed to:

>

> Line 6 - Address Line 1: General Delivery Line 7 - Address Line 2:

> 60 49'15"N 164 30'14"W (on Nelson Island)

>

> R. Mark Jones, CISM, PMP, CPhT

> IT Security Officer

> Yukon-Kuskokwim Health Corporation

> Financial Services

> P.O. Box 528 Bethel, AK 99559

> (p) 907.543.6950 | (f) 907.543.6570 | (m) 907.545.4888

> [https://urldefense.proofpoint.com/v2/url?u=http-3A\\_\\_www.ykhc.org&d=Dwl](https://urldefense.proofpoint.com/v2/url?u=http-3A__www.ykhc.org&d=Dwl)

> GaQ&c=OILvY2co1M-RscITtV9DJw&r=cvsjHGD9x7nmQC0rgi1rJMxwXoF8136hRNPCXkC

> mgEM&m=jINPnbC266wFEBOIKTzRklAwzKOpp-Lqa37e9Gsw70&s=uV61wU8UJNBnyieZn

> 60FCxrCF9MLm3Z4fXo0-PFZnWI&e=

>

>

> -----Original Message-----

> From: rhc-assist@usac.org [mailto:rhc-assist@usac.org]

> Sent: Friday, May 31, 2019 7:59 PM  
> To: Mark Jones  
> Subject: [SPF:Failed] Re: YKHC - Mertarvik Clinic - FY 2019 - HCP  
> 67233  
>  
>  
> [ External email message - this is not from YKHC ]  
>  
> Hello Mark,  
>  
> Thank you for reaching out to us. We were not able to receive this message as the file was too large. Please restructure and resubmit.  
>  
>  
> If you have any other questions or concerns, please contact us at [rhc-assist@usac.org](mailto:rhc-assist@usac.org).  
>  
> Warm Regards,  
> Tanya  
>  
> RHC-Assist Support Team  
> Rural Health Care Program  
> Universal Service Administrative Company [RHC-Assist@usac.org](mailto:RHC-Assist@usac.org) Be sure  
> to check out our webinars in the Trainings and Outreach section of the  
> website here  
>  
> On 5/31/2019 11:55 PM, Mark Jones wrote:  
> > This message is too big (10026645 bytes) to be processed.  
> > It is being kept in corporate E-mail Server on host '172.27.128.195', in mailbox 'rhc-assist@usac.loc'.  
>  
> \_\_\_\_\_  
>  
> Confidentiality Notice: This email message and any attachments may contain confidential and private information of the Yukon-Kuskokwim Health Corporation (YKHC), which is protected by law from any further disclosure. If you are not the intended recipient, be aware that any further disclosure, copying, distribution or use of this email or any attachments is prohibited. If you have received this message in error, please forward this email and all attachments immediately to YKHC's Privacy Officer at: [privacy\\_officer@ykhc.org](mailto:privacy_officer@ykhc.org) and then immediately delete this email and all attachments.  
>

## Christopher Beltzer

---

**From:** Mark Jones  
**Sent:** Monday, June 24, 2019 2:53 PM  
**To:** 'rhc-assist@usac.org'  
**Subject:** Re: YKHC - Mertarvik Clinic - FY 2019 - HCP 67233  
**Attachments:** Mertarvik Clinic HCP 67233 FY 2019 Form 466 20190531.pdf; GCI Healthcare\_YKHC-Mertarvik\_FINAL\_05.29.19.pdf.zip; YKHC HC-555-03 - Mertarvik Signed 6-1-19.pdf; Anchorage MPLS Urban Rate Table 2019-07-01.pdf; YKHC FY2019 Urban Rate Letter HC-555-03.pdf; USAC\_Grading\_Worksheet\_Mertarvik\_FY-2019.pdf

I have not received a confirmation or a denial on this submission. The RHC portal will not allow the form (FRN 1966725) to be submitted - it is stuck in draft status due to a problem with Line 26 (the starting street address). Attached is a copy of the form and the supporting documentation.

R. Mark Jones, CISM, PMP, CPhT  
IT Security Officer  
Yukon-Kuskokwim Health Corporation  
Financial Services  
P.O. Box 528 Bethel, AK 99559  
(p) 907.543.6950 | (f) 907.543.6570 | (m) 907.545.4888 [www.ykhc.org](http://www.ykhc.org)

-----Original Message-----

**From:** [rhc-assist@usac.org](mailto:rhc-assist@usac.org) [<mailto:rhc-assist@usac.org>]  
**Sent:** Friday, May 31, 2019 7:59 PM  
**To:** Mark Jones  
**Subject:** [SPF:Failed] Re: YKHC - Mertarvik Clinic - FY 2019 - HCP 67233

[ External email message - this is not from YKHC ]

Hello Mark,

Thank you for reaching out to us. We were not able to receive this message as the file was too large. Please restructure and resubmit.

If you have any other questions or concerns, please contact us at [rhc-assist@usac.org](mailto:rhc-assist@usac.org).

Warm Regards,  
Tanya

RHC-Assist Support Team  
Rural Health Care Program  
Universal Service Administrative Company [RHC-Assist@usac.org](mailto:RHC-Assist@usac.org) Be sure to check out our webinars in the Trainings and Outreach section of the website here

On 5/31/2019 11:55 PM, Mark Jones wrote:  
> This message is too big (10026645 bytes) to be processed.

> It is being kept in corporate E-mail Server on host '172.27.128.195', in mailbox 'rhc-assist@usac.loc'.



## Christopher Beltzer

---

**From:** rhc-assist@usac.org  
**Sent:** Monday, June 24, 2019 3:43 PM  
**To:** Mark Jones  
**Subject:** [SPF:Failed] Re: YKHC - Mertarvik Clinic - FY 2019 - HCP 67233

[ External email message - this is not from YKHC ]

Hello Mark,

We received a notification of an inbound email from you; but, the message was too big to process. Please re-format and re-send.

Warm Regards,

Eric O.  
RHC-Assist Support Team  
Rural Health Care Program  
Universal Service Administrative Company RHC-Assist@usac.org

On 6/24/2019 6:58 PM, Mark Jones wrote:

> This message is too big (8678692 bytes) to be processed.

> It is being kept in corporate E-mail Server on host '172.27.128.195', in mailbox 'rhc-assist@usac.loc'.



## Christopher Beltzer

---

**From:** Mark Jones  
**Sent:** Wednesday, July 17, 2019 4:54 PM  
**To:** 'rhc-assist@usac.org'  
**Subject:** Re: YKHC - Mertarvik Clinic - FY 2019 - HCP 67233  
**Attachments:** Mertarvik Clinic HCP 67233 FY 2019 Form 466 20190531.pdf; YKHC HC-555-03 - Mertarvik Signed 6-1-19.pdf

---

I have not received a confirmation or a denial on this submission. The RHC portal will not allow the form (FRN 1966725) to be submitted - it is stuck in draft status due to a problem with Line 26 (the starting street address), which needs to be set for General Delivery. Attached is a copy of the form. I cannot submit supporting documentation because they are too large for your mail system to accept.

R. Mark Jones, CISM, PMP, CPhT  
IT Security Officer  
Yukon-Kuskokwim Health Corporation  
Financial Services  
P.O. Box 528 Bethel, AK 99559  
(p) 907.543.6950 | (f) 907.543.6570 | (m) 907.545.4888 [www.ykhc.org](http://www.ykhc.org)

-----Original Message-----

From: [rhc-assist@usac.org](mailto:rhc-assist@usac.org) [<mailto:rhc-assist@usac.org>]  
Sent: Friday, May 31, 2019 7:59 PM  
To: Mark Jones  
Subject: [SPF:Failed] Re: YKHC - Mertarvik Clinic - FY 2019 - HCP 67233

[ External email message - this is not from YKHC ]

Hello Mark,

Thank you for reaching out to us. We were not able to receive this message as the file was too large. Please restructure and resubmit.

If you have any other questions or concerns, please contact us at [rhc-assist@usac.org](mailto:rhc-assist@usac.org).

Warm Regards,  
Tanya

RHC-Assist Support Team  
Rural Health Care Program  
Universal Service Administrative Company [RHC-Assist@usac.org](mailto:RHC-Assist@usac.org) Be sure to check out our webinars in the Trainings and Outreach section of the website here

On 5/31/2019 11:55 PM, Mark Jones wrote:

> This message is too big (10026645 bytes) to be processed.  
> It is being kept in corporate E-mail Server on host '172.27.128.195', in mailbox 'rhc-assist@usac.loc'.



## Christopher Beltzer

---

**From:** rhc-assist@usac.org  
**Sent:** Thursday, July 18, 2019 4:59 AM  
**To:** Mark Jones  
**Subject:** [SPF:Failed] Re: YKHC - Mertarvik Clinic - FY 2019 - HCP 67233

[ External email message - this is not from YKHC ]

Hello Mark,

Thank you for reaching out to us. If you have missed the filing window for an eligibility form, you will have to submit your Funding Request during the next filing window.

According to FCC rules, FCC Forms 462 and 466 can only be submitted during a **filing window**.

For other questions or concerns, please contact us at RHC-Assist@usac.org.

If you have any other questions or concerns, please contact us at [rhc-assist@usac.org](mailto:rhc-assist@usac.org).

Warm Regards,  
Tanya

RHC-Assist Support Team

Rural Health Care Program

Universal Service Administrative Company

[RHC-Assist@usac.org](mailto:RHC-Assist@usac.org)

Be sure to check out our webinars in the Trainings and Outreach section of the website [here](#)

On 7/17/2019 8:56 PM, Mark Jones wrote:

> I have not received a confirmation or a denial on this submission. The RHC portal will not allow the form (FRN 1966725) to be submitted - it is stuck in draft status due to a problem with Line 26 (the starting street address), which needs to be set for General Delivery. Attached is a copy of the form. I cannot submit supporting documentation because they are too large for your mail system to accept.

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> R. Mark Jones, CISM, PMP, CPhT

> IT Security Officer

> Yukon-Kuskokwim Health Corporation

> Financial Services

> P.O. Box 528 Bethel, AK 99559

> (p) 907.543.6950 | (f) 907.543.6570 | (m) 907.545.4888

> [https://urldefense.proofpoint.com/v2/url?u=http-3A\\_\\_www.ykhc.org&d=DwIGaQ&c=OILvY2co1M-RscITtV9DJw&r=cvsjHGD9x7nmQC0rgi1rJMxwXoF8136hRNPcXkCmgEM&m=ny72Z14nBAxt1jo5NFIhKACBzoq-mZlaS-mAssrB5QU&s=52RSxKCuIoMII\\_xF7SiOSo1mpzr2nvlwpk3X7ilfaQo&e=](https://urldefense.proofpoint.com/v2/url?u=http-3A__www.ykhc.org&d=DwIGaQ&c=OILvY2co1M-RscITtV9DJw&r=cvsjHGD9x7nmQC0rgi1rJMxwXoF8136hRNPcXkCmgEM&m=ny72Z14nBAxt1jo5NFIhKACBzoq-mZlaS-mAssrB5QU&s=52RSxKCuIoMII_xF7SiOSo1mpzr2nvlwpk3X7ilfaQo&e=)

>

>

> -----Original Message-----

> From: rhc-assist@usac.org [mailto:rhc-assist@usac.org]

> Sent: Friday, May 31, 2019 7:59 PM

> To: Mark Jones

> Subject: [SPF:Failed] Re: YKHC - Mertarvik Clinic - FY 2019 - HCP 67233

>

>

> [ External email message - this is not from YKHC ]

>

> Hello Mark,

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> Thank you for reaching out to us. We were not able to receive this message as the file was too large. Please restructure and resubmit.

>

>

> If you have any other questions or concerns, please contact us at rhc-assist@usac.org.

>

> Warm Regards,

> Tanya

>

> RHC-Assist Support Team

> Rural Health Care Program

> Universal Service Administrative Company RHC-Assist@usac.org Be sure to check out our webinars in the Trainings and Outreach section of the website here

>

> On 5/31/2019 11:55 PM, Mark Jones wrote:

> > This message is too big (10026645 bytes) to be processed.

> > It is being kept in corporate E-mail Server on host '172.27.128.195', in mailbox 'rhc-assist@usac.loc'.

>

> \_\_\_\_\_

>

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>

