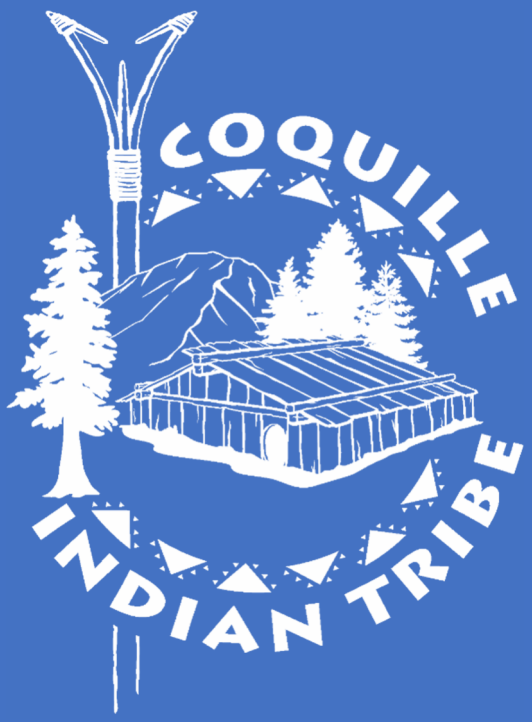

REQUEST FOR QUALIFICATIONS (RFQ) FOR HEALTHCARE BENEFITS PROGRAM ASSESSMENT AND STRATEGIC CONSULTING SERVICES

Issue Date:
Thursday,
July 16, 2026

Submissions Due:
Thursday,
August 6, 2026,
2:00 PM PST

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Part 1 Introduction

Notice

THE COQUILLE INDIAN TRIBE
REQUEST FOR QUALIFICATIONS
HEALTHCARE BENEFITS PROGRAM ASSESSMENT
& STRATEGIC CONSULTING SERVICES

Through this Request for Qualifications ("RFQ"), the Coquille Indian Tribe ("CIT", "the Tribe"), is seeking Statement of Qualifications submissions from qualified and experienced individuals or firms (hereafter, "Respondent", "Consultant") to conduct a comprehensive healthcare benefits program assessment and provide strategic consulting services ("Project"). The purpose of this solicitation is to secure information from qualified entities with experience in conducting comprehensive healthcare benefits assessments and providing strategic recommendations and implementation planning services. Upon completion of the RFQ, the Tribe expects to perform a targeted solicitation from among qualified entities responding to this RFQ for the specific services. **CIT will accept responses to the RFQ until 2:00 p.m. PST on Thursday, August 6, 2026.**

Electronic copies of the RFQ and all required forms and attachments may be obtained by emailing projects@coquilletribe.org.

One (1) digital copy shall be submitted via email to the contact listed below with the subject line to read: **Coquille Indian Tribe – Healthcare Benefits Program Assessment & Strategic Consulting Services**

Emerald Brunett
PMP Manager
Office of Strategic Operations
Coquille Indian Tribe
projects@coquilletribe.org

Please note that no formal opening of responses will take place.

Inquiries and Requests for Information (RFI) should be directed by e-mail to Emerald Brunett, PMP Manager, at projects@coquilletribe.org no later than **July 30, 2026, at 2:00 p.m. PST.**

Procurement Schedule: (dates are estimates and subject to change)

RFQ Issued	July 16, 2026
Last Day for RFIs	July 30, 2026
RFQ Proposals Due	August 6, 2026, at 2:00 p.m. PST
Targeted solicitation based on received responses*	August 10, 2026
Interviews with selected entities*	August 12, 2026
Notification of Intent to Award	August 17, 2026
Project Start	August 31, 2026

**The Tribe reserves the right to select a consultant from submitted qualification proposals alone.*

Changes to RFQ

Any change or clarification of the Scope of Work, procurement process, contract terms and conditions, insurance requirements, or any other matter contained in this RFQ will be issued in the form of a written Addendum to this RFQ. CIT will make a good-faith effort to notify interested parties of any addenda issued for this RFQ. However, it is the responsibility of all parties interested in this or any other CIT contract opportunity to check for any addenda that have been issued for this or other contract opportunities, up to the solicitations closing time.

Background

The Tribe currently administers health care benefits for Tribal members through two primary initiatives: the Purchased/Referred Care (PRC) Program currently operates under the Tribe's Health and Wellness Division and serves eligible Tribal members residing within the Tribe's five-county Purchased/Referred Care Service Delivery Area (PRCSDA) in Oregon; and the Nasomah Health Group (Nasomah), which serves Tribal members who reside outside of PRCSDA. PRC-eligible Tribal members pay no premiums or out-of-pocket costs for covered benefits, while Tribal members who use Nasomah pay a highly subsidized monthly premium for covered benefits but otherwise have no out-of-pocket costs. Other than the monthly premium, the Tribe has endeavored to ensure the benefits Tribal members received under either program are the same. Separate from Tribal members who use Nasomah, the Tribe offers healthcare coverage to Tribal employees through Nasomah. Nasomah is a corporation established under Tribal law and wholly owned by the Tribe and is used by the Tribe to offer employees an Exclusive Provider Organization (EPO) option for employees choosing to use the Tribe's healthcare clinics in Eugene or Coos Bay for their primary care, or a Preferred Provider Organization (PPO) option for employees wishing to use another provider for their primary care. With the assistance of the Tribe's broker, Nasomah administers plan benefits using a Blue Cross Blue Shield Third-Party Administrator, a Pharmacy Benefit Manager. Nasomah also purchases stop-loss coverage to protect against catastrophic claims.

As the Tribe experiences organizational needs, workforce growth, and expanded health care services, its employment base has grown and become more geographically dispersed, making the EPO option impractical for some employees.

The Tribe seeks to better understand whether its existing administrative and operational framework is optimally designed to serve Tribal citizens, employees, dependents, retirees, and other eligible beneficiaries both now and into the future. The Tribe seeks to answer questions regarding the effectiveness, efficiency, sustainability, and organizational alignment of the current health care benefits structures. The Tribal Council established a Health Care Task Force to evaluate the current environment, assess organizational and service delivery alternatives, and develop recommendations that improve health care access, quality, cost-effectiveness, and operational efficiency.

Purpose

The purpose of this Request for Qualifications (RFQ) is to solicit responses from qualified health care entities with expertise in Tribal health systems, employee benefits administration, health insurance models, and organizational design. The selected consultant will conduct a comprehensive assessment of the Tribe's current health care benefits structure, including the Nasomah Health Group and the PRC Program (as it applies), evaluate the feasibility and implications of alternative organizational and healthcare delivery models available to Tribes, and provide evidence-based recommendations. The consultant will also develop detailed implementation strategies, timelines, staffing considerations, resource requirements, and budget impacts to support informed decision-making by the Health Care Task Force and Tribal Council.

Project Budget

The total project budget is $100,000 and includes task force costs, any associated legal fees, and the scope of work detailed in this RFQ. It is expected that the Consultant will work in conjunction with the Tribe to determine the scope of work that will meet the needs of the Tribe.

Project Schedule

The following is the anticipated project timeline. A preliminary schedule is outlined below. Dates are subject to change.

RFQ Issued	July 16, 2026
Last Day for RFIs	July 30, 2026
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Targeted solicitation based on received responses*	August 10, 2026
Interviews with selected entities*	August 12, 2026
Notification of Intent to Award	August 17, 2026
Project Start	August 31, 2026
80% draft with recommendations	September 30, 2026
Review with Task Force	Early October 2026
Final Draft	October 22, 2026

**The Tribe reserves the right to select a consultant from submitted qualification proposals alone.*

Contract Requirements

The successful Respondent will be invited to enter into a Professional Services Agreement (the "Contract") with CIT. The contract will become effective upon execution by both parties. An example of this contract can be found in Exhibit 1 but reserves the right to revise contract terms in response to changing conditions.

Authorization to proceed with any work including a subsequent phase will occur only after CIT and the Contractor have successfully negotiated the scope and cost of any contemplated alternatives.

Respondents should state their willingness to execute a negotiated agreement as outlined in this RFQ. Respondents should expressly state their reservations, if any, regarding the form of agreement and identify changes, if any, in their proposal. Respondents should be aware that CIT will value specificity and clarity regarding both the reservations expressed and the requested modifications, as well as their rationales.

The Respondent ultimately selected for any scope of work with the Tribe will be required to furnish proof of the following types of insurance:

A. Insurance Coverages. The Respondent shall procure and maintain at its expense during the Period of Performance and thereafter as required below the following insurance from one or more companies authorized to do business in the State of Oregon with a policyholder's rating of not less than A-IX in the most recent edition of Best's Rating Guide. Except as approved otherwise by the Tribe in advance, such insurance shall protect against claims which arise out of or relate to all of the Respondent's services under the Agreement, whether performed by the Respondent or a consultant or a person or entity for which either of them may be responsible.

a. **Workers' Compensation Insurance,** if required by law, with statutory limits.

b. **Employer's Liability Insurance,** if employees are employed for other than secretarial or bookkeeping services, with a limit of not less than $1,000,000 each accident, $1,000,000 disease each employee and $1,000,000 disease policy limit.

c. **Commercial General Liability Insurance**, applicable to all premises and operations, including Bodily Injury, Property Damage, Personal Injury, Contractual Liability, Independent Contractors, Products and Completed Operations, Broad Form Property Damage (including Completed Operations), and coverage for explosion, collapse and underground hazards, with minimum limits of not less than $1,000,000 per occurrence, $2,000,000 aggregate applicable specifically to the Project, $1,000,000 personal and advertising injury and $1,000,000 Products and Completed Operations aggregate.

d. **Business Automobile Liability Insurance,** applicable to owned, non-owned and hired automobiles, with a limit of not less than $1,000,000 combined single limit each accident.
e. **Professional Liability Insurance,** applicable to all acts and omissions of Respondent and its consultants at all tiers, with limits of not less than $1,000,000 each claim and $2,000,000 aggregate.

B. **Deductibles.** The Respondent shall pay all deductibles on all policies required by Paragraph A.
C. **Waivers of Subrogation.** The Workers' Compensation and Employer's Liability policies shall be subject to a waiver of subrogation in favor of Owner and its members, directors, agents and employees, and the successors in interest of the foregoing.
D. **Cross-Liability Coverages.** The Commercial General Liability and Automobile Liability policies shall provide cross-liability coverages as would be achieved under the standard International Organization for Standardization ("ISO") separations of insureds clause.
E. **Additional Insureds.** The Commercial General Liability and Automobile Liability policies shall name the The Tribe and its members, directors, agents and employees, and the successors in interest of the foregoing, as additional insureds, using ISO additional insureds endorsement CG 20 10 11 85 or a substitute providing equivalent coverages. Such coverages provided to the additional insureds shall (a) be primary and noncontributory with respect to any insurance or self-insurance retention of the additional insureds, including but not limited to any Excess Liability coverage maintained by the additional insureds, (b) provide the same types and extents of coverages as the coverages provided to the primary insured, and shall not be limited to the "vicarious liability" of the additional insureds, (c) waive all rights of subrogation against the additional insureds, and (d) be maintained for the same durations as the coverages provided to the primary insured..
F. **Duration of Coverages.** The insurance coverages required by Paragraphs A through E shall be written on an occurrence basis, except the Professional Liability Insurance. All other policies shall be in effect as of the date of commencement of the Respondent's services under the Agreement. All policies shall be maintained and remain in effect until one (1) year after final payment to the Tribe's consultant on the Project and thereafter when the Respondent is assisting or advising the Tribe regarding the correction of defective or nonconforming Work; provided that the Products and Completed Operations policy and the Professional Liability policy shall remain in effect until three (3) years after final payment to the Tribe's consultant on the Project. The Respondent shall notify the Tribe, in writing, of any claims against the Professional Liability policy and Commercial General Liability policy, in which event the Tribe shall have the right to require the Respondent at its expense to obtain additional Professional Liability Insurance in order to restore the required coverage available for the Project.
G. **Proof of Insurance.** The Respondent shall file with The Tribe, upon execution of the Agreement, certificates of insurance acceptable to the Tribe as well as copies of all insurance policies, with all riders and endorsements, all separate exclusions, conditions and waivers, and all other amendatory documents attached, evidencing the insurance required by this Exhibit. These certificates and policies shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days' written notice has been given to the Tribe. If any of the required coverages are to renew during the period when such coverage is to remain in effect or are required to remain in force after final payment to the Tribe's consultant on the Project, an additional certificate evidencing continuation of such coverage shall be submitted upon renewal or with the Respondent's final invoice.
H. **Effect of No or Insufficient Insurance.** The Respondent's failure to comply with the requirements of this Exhibit shall constitute a material breach of the Agreement entitling the Tribe to terminate the Agreement for cause. In the alternative, the Tribe in its sole discretion may purchase the insurance required of, but not obtained or maintained, by the Respondent pursuant to this Exhibit and charge such costs thereof to the Respondent. The Tribe's rights under this Paragraph shall be in addition to, and without waiver of, its other rights and remedies under the Agreement or applicable law.

I. **Limitation of This Exhibit.** Nothing in this Exhibit shall negate, abridge, or reduce the Respondent's responsibilities or liabilities under the Agreement or applicable law, the meaning and effect of the provisions of this Exhibit being limited to setting out the Respondent's express obligations with respect to insurance.

As evidence of adequate insurance coverage and prior to contract execution, the selected Contractor(s) will provide to the CIT certificates of insurance listing the "Coquille Indian Tribe" as a certificate holder.

The certificate(s) shall provide that the Selected Contractor's insurance shall not be terminated or cancelled without thirty (30) days prior written notice to CIT. Insuring companies or entities are subject to CIT's acceptance and must be licensed to provide insurance in the State of Oregon. Contractor's insurance shall be primary insurance, and any commercial insurance or self-insurance maintained by the Coquille Indian Tribe and/or CIT shall not contribute to it.

Part 2 Scope of Services

Statement of Work

The selected consultant will be expected to perform the following services:

A. Project Initiation and Stakeholder Engagement

a. Conduct a project kickoff meeting with the Health Care Task Force and designated Tribal Council members.
b. Develop a project management plan, communication strategy, and work schedule.
c. Identify information, data, and stakeholder groups necessary to complete the assessment.
d. Facilitate interviews, workshops, and stakeholder engagement activities with Tribal leadership, program staff, beneficiaries, and other relevant parties.

B. Current-State Assessment

Conduct a comprehensive assessment of the Tribe's existing healthcare benefits structure, including:

a. Nasomah Health Group operations and administration.
b. Purchased and Referred Care (PRC) Program operations and administration.
c. Coordination and shared efforts between Nasomah and the Tribe's Ko-Kwel Wellness Centers in Coos Bay and Eugene
d. Revenue and cost structures in place between Nasomah and the Tribe's Ko-Kwel Wellness Centers compared to independent third-party relationships
e. Employee health benefits and insurance programs.
f. Benefits available to Tribal citizens, dependents, retirees, and other eligible recipients.
g. Organizational structure, governance, staffing, operational responsibilities and anticipated growth.
h. Funding sources, financial performance, and cost drivers.
i. Eligibility, enrollment, utilization, and access considerations.
j. Participant experience and service delivery effectiveness.

The assessment should identify:

a. Strengths and weaknesses of the current model.
b. Service gaps and overlaps.
c. Administrative inefficiencies and duplication of effort.
d. Organizational risks and sustainability concerns.
e. Opportunities for improvement.

C. Organizational Structure Analysis

a. Evaluate the current administration of healthcare benefits and services and determine whether existing organizational responsibilities are aligned with operational needs and strategic objectives.
b. The analysis shall include:

i. Governance and management structures.
ii. Roles and responsibilities across Tribal Government, Ko-Kwel Wellness Center (KWC), Nasomah, PRC, and other relevant entities.
iii. Assessment of whether services are best administered through existing structures or alternative arrangements.
iv. Opportunities to improve efficiency, accountability, coordination, and customer service.

D. Alternative Healthcare Models Assessment

Evaluate alternative healthcare benefit, delivery, and insurance models, including but not limited to:

a. Consolidation of Nasomah Health Group and PRC.
b. Shared-service or hybrid administration models.
c. Alternative insurance structures.
d. Federal Employees Health Benefits (FEHB) participation and related options.
e. Affordable Care Act Insurance Marketplace products (inclusive of tribal benefits)
f. Medicaid Eligibility (inclusive of tribal benefits)
g. Tribal Pharmacy benefits and prescription management.
h. Third-party administration arrangements.
i. Other innovative or best-practice healthcare delivery models applicable to Tribal governments.

For each alternative, provide:

a. Benefits and risks.
b. Financial implications.
c. Impact on beneficiaries.
d. Operational considerations.
e. Regulatory or compliance considerations.
f. Organizational implications.

E. Optional Ancillary Benefits Assessment

The Tribe is also interested in understanding whether Nasomah Health Group could or should expand the types of benefits it administers or provides beyond medical and pharmacy benefits. As an optional value-added service, Respondents may describe their ability to evaluate the feasibility, risks, costs, regulatory considerations, and operational requirements of Nasomah administering or funding ancillary benefits such as short-term disability, long-term disability, life insurance, and accidental death and dismemberment coverage.

This analysis may include comparison of current insured arrangements, premium costs, claims experience, administrative requirements, reserve requirements, stop-loss or reinsurance considerations, plan document needs, employee communication issues, and implementation timing, including any restrictions under existing vendor contracts.

F. Financial and Operational Analysis

For each considered recommendation, develop quantitative and qualitative analyses that include:

a. Current and projected costs.
b. Administrative cost comparisons.
c. Resource and staffing requirements.
d. Financial sustainability.
e. Risk assessment.
f. Cost-benefit analysis of potential alternatives.
g. Short- and long-term budget impacts.

G. Recommendations

Based on findings, develop recommendations that:

a. Improve healthcare access and quality.
b. Enhance operational efficiency.
c. Reduce administrative duplication.
d. Strengthen financial sustainability.
e. Improve member and employee experience.
f. Align healthcare administration with long-term Tribal goals.
g. Recommendations should be prioritized and supported by analysis and evidence.

H. Implementation Planning

Develop a detailed implementation roadmap for recommended alternatives that includes:

a. Recommended implementation approach.
b. Major milestones and timeline.
c. Staffing and organizational changes.
d. Budget and resource requirements.
e. Governance and policy modifications.
f. Risk mitigation strategies.
g. Change management considerations.
h. Communication and stakeholder engagement plans.
i. Performance measures and success indicators.

I. Deliverables

At a minimum, the consultant shall provide:

a. Project Work Plan and Schedule.
b. Current-State Assessment Report.
c. Organizational Structure Analysis.
d. Healthcare Model and Alternatives Analysis.
e. Optional and Ancillary Benefits Assessment.
f. Compliance, Privacy, and Employment Benefits Implications Assessment.
g. Financial and Operational Impact Assessment.
h. Draft Recommendations Report.
i. Final Recommendations Report.
j. Detailed Implementation Roadmap.
k. Executive Presentation to the Health Care Task Force.
l. Final Presentation to Tribal Council.

J. Desired Outcomes

The Tribe seeks recommendations that provide a clear understanding of:

a. Whether Nasomah Health Group is the best way to provide healthcare coverage for employees or Tribal members not eligible for PRC.
b. Whether Nasomah Health Group coverage for Tribal members not eligible for PRC and PRC should remain as separate programs, be combined, or be administered through an alternative structure.
c. The most effective governance and operational model for healthcare administration.
d. Opportunities to improve healthcare access, quality, and member experience.
e. Long-term strategies to ensure financial sustainability and operational efficiency.
f. Practical implementation steps that can be executed by the Tribe.

Part 3 Submission Requirements

General

Responses submitted shall be of sufficient length and detail to demonstrate that the Respondent has a thorough understanding of the needs of the Project described in this RFQ. Responses should address the submittal requirements of this RFQ in a clear, succinct, and direct manner. Responses will be evaluated in accordance with the following Submittal Requirements and Evaluation Criteria. Please organize the responses corresponding to the order of the sections below.

Responses should be of sufficient length and detail to demonstrate the Respondent's understanding of the requirements described in Part 2 of this RFQ, "Scope of Services."

Content Specifications

A selection committee will assess each response for completeness, qualifications, relevant experience, understanding of the project objectives, technical approach, and overall ability to successfully perform the requested services. CIT reserves the right to waive informalities, request clarification or additional information, negotiate scope and pricing, and accept any response deemed to be in the best interest of the Tribe. CIT's decision shall be final and is not subject to appeal.

Prerequisites: In order to be considered, Respondent must:

A. Be a legal entity that has the authority to transact business in the State of Oregon.
B. Provide adequate proof of insurance, as set forth in Part 1 of this RFQ, “Contract Requirements.”
C. Execute, provide, and comply with the Respondent’s Certification (Attachment A).
D. Demonstrate experience performing healthcare benefits, organizational, financial, or operational assessments for Tribal governments, healthcare organizations, public sector entities, employers, or similarly complex organizations.

To be considered for selection, submit the below information, clearly labeled, and in the following order. The consultant shall submit one (1) digital copy of the submission in pdf format.

A. Cover Letter

The cover letter should include:

a. A brief history and description of the qualified entity.
b. The qualified entity's experience related to healthcare benefits consulting, health insurance analysis, Tribal health systems, healthcare administration, organizational assessments, and strategic planning.
c. A concise statement demonstrating the Respondent's understanding of the Tribe's objectives and scope of work.
d. A summary of the proposed approach to completing the project.
e. The name, title, mailing address, phone number, and email address of the individual authorized to negotiate and bind the qualified entity contractually.
f. Identification of the primary project contact and project manager, if different.

B. Project Team

a. Project Organization and Staffing

Provide a narrative and/or organizational chart identifying all key personnel proposed for the project. Include:

i. Project manager.
ii. Subject matter experts.
iii. Healthcare benefits analysts.

iv. Financial analysts.
v. Tribal healthcare specialists.
vi. Organizational development or strategic planning specialists.
vii. Any subcontractors or specialty consultants.

Describe each individual's:

i. Relevant qualifications.
ii. Healthcare and Tribal experience.
iii. Specific project responsibilities.
iv. Estimated level of involvement during each project phase.

b. Professional Credentials

Provide resumes or qualifications summaries for all key personnel. Include any relevant certifications, licenses, or credentials related to:

i. Healthcare administration.
ii. Employee benefits consulting.
iii. Actuarial services.
iv. Health insurance.
v. Public administration.
vi. Tribal healthcare programs.
vii. Organizational development.

c. Conflict of Interest Disclosure

Disclose any potential conflicts of interest, including:

i. Current or any prior work involving the Coquille Indian Tribe, Ko-Kwel Wellness Center, Nasomah Health Group, healthcare insurers, third-party administrators, or related organizations.
ii. Any relationships that could affect the qualified entity 's objectivity or independence.

C. Experience and Qualifications

Describe the qualified entity 's capabilities and relevant experience, including:

a. Company Background

i. Years in business.
ii. Ownership structure.
iii. Areas of specialization.
iv. Number of professional staff.

b. Relevant Project Experience

Provide examples of projects completed within the past five (5) years that are similar in scope. Preference should be given to experience involving:

i. Tribal governments.
ii. Tribal healthcare programs.
iii. Purchased and Referred Care (PRC) programs.
iv. Employee benefit plan evaluations.
v. Healthcare organizational assessments.
vi. Healthcare delivery system analysis.
vii. Health insurance program evaluations.
viii. FEHB evaluations or implementation assessments.

ix. Organizational consolidation or restructuring initiatives.

For each project provide:

i. Client name.
ii. Project description.
iii. Services provided.
iv. Project value.
v. Completion date.
vi. Outcomes achieved.

c. Tribal Experience

Describe the qualified entity 's experience working with:

i. Federally recognized Tribes.
ii. Tribal health organizations.
iii. Indian Health Service programs.
iv. PRC programs.
v. Tribal employee benefit programs.

d. References

Provide a minimum of three (3) client references for projects similar in size and complexity. For each reference include:

i. Organization name.
ii. Contact person.
iii. Title.
iv. Telephone number.
v. Email address.
vi. Description of services performed.

e. Price

i. The ability to complete the Scope of Work within the project budget described above is a material qualification. Respondents must represent that they can and will satisfy this condition.

D. Project Approach and Methodology

Describe the qualified entity 's proposed approach for completing the Scope of Work. At a minimum address:

a. Current-State Assessment

Approach to assessing:

i. Healthcare benefits.
ii. Organizational structure.
iii. Governance.
iv. Staffing.
v. Financial performance.
vi. Service delivery.

b. Data Collection and Analysis

Approach to gathering and analyzing:

i. Financial information.
ii. Utilization data.
iii. Benefits information.

iv. Organizational documents.
v. Stakeholder perspectives.

c. Alternative Models Evaluation

Methodology for evaluating:

i. Consolidation opportunities.
ii. Alternative healthcare delivery models.
iii. Alternative insurance structures.
iv. FEHB options.
v. Administrative alternatives.
vi. Governance alternatives.

d. Stakeholder Engagement

Describe how the consultant will engage:

i. Health Care Task Force members.
ii. Tribal Council.
iii. Tribal leadership.
iv. Employees.
v. Program administrators.
vi. Other stakeholders.

e. Compliance, Privacy, and Employee Benefits Analysis

Describe how the consultant's approach to evaluating compliance, privacy, and employee benefits administration considerations associated with the Tribe's current and potential alternative healthcare benefit models. At a minimum, address

i. Separation of employer, health plan, PRC, and healthcare provider functions
ii. Protection of employee health information and appropriate limits on access, use, and disclosure.
iii. HIPAA privacy consideration and related data handling practices.
iv. ACA employer coverage obligations, including whether PRC could satisfy or affect those obligations.
v. Employee and dependent eligibility considerations.
vi. COBRA continuation, plan document, fiduciary, claims procedure, and other benefit administration considerations
vii. PRC funding, authorization, payer-of-last-resort, and use-of-other-resources considerations.

f. Recommendations and Implementation Planning

Describe how recommendations will be developed, prioritized, and supported by quantitative and qualitative analysis.

E. Project Schedule

Provide a proposed project schedule that includes:

a. Major project phases.
b. Deliverables.
c. Stakeholder engagement activities.
d. Key milestones.
e. Estimated completion dates.
f. Identify any assumptions regarding Tribe participation or information availability.

F. Cost Proposal and Fee Schedule

Provide a Not-to-Exceed Cost for all services described in the Scope of Work. Include:

a. Cost Breakdown

i. Provide a detailed breakdown of costs, including:
ii. Project management.
iii. Data collection and analysis.
iv. Stakeholder engagement.
v. Report preparation.
vi. Presentations.
vii. Implementation planning.
viii. Travel expenses.
ix. Other reimbursable expenses.

b. Hourly Rate Schedule

Provide hourly billing rates for all personnel classifications expected to work on the project.

c. Payment Terms

Describe:

i. Billing frequency.
ii. Payment schedule.
iii. Reimbursable expenses.
iv. Travel policies.
v. Any assumptions affecting cost.

G. Tribal Preference and Tribal Employment

The Coquille Indian Tribe is committed to implementing Chapter 188 of the Coquille Tribal Code, Tribal and Indian Preference in Employment. In accordance with Chapter 188, Tribal Preference shall be applied in the evaluation and selection of qualified respondents for this solicitation. Respondents must meet the qualifications established in this RFQ to be considered qualified.

Following identification of qualified respondents, the Tribe will apply the Preference Order established in Chapter 188 when evaluating respondents and determining contract award. Respondents requesting consideration under Chapter 188 shall identify their eligibility and provide supporting documentation upon request. For example, a respondent wishing to claim "Tribal membership owned" status" should submit documentation sufficient to enable the Tribe to confirm that the Respondent is owned more than 50% by a Tribal member.

Respondent shall describe its commitment and approach to

a. Utilizing qualified Tribal members where practical.
b. Partnering with Tribal-owned businesses.
c. Providing knowledge transfer to Tribal staff.
d. Supporting Tribal capacity-building throughout the project.

H. Optional Value-Added Services

Respondents may identify any additional services, tools, benchmarking data, healthcare analytics capabilities, or implementation support services that would provide value to the Tribe but are not specifically identified within the Scope of Work. These services should be clearly identified as optional and separately priced, if applicable.

Response Preparation and Submission Instructions

All responses must comply with the following instructions. Failure to comply with these instructions will result in the disqualification of the response.

Notice of the opportunity, RFQ documents and all associated addenda and award notifications will be published on the Tribe's website (https://www.coquilletribe.org/construction-project-bidding/).

Response Due Date

Responses must be received by CIT no later than **August 6, 2026, at 2:00 p.m. PST.**

Proposals and questions should be submitted electronically and addressed to:

Emerald Brunett
PMP Manager
Office of Strategic Operations
Coquille Indian Tribe
projects@coquilletribe.org

Respondents are responsible for ensuring receipt of electronic submission by the specified due date.

There will be no public opening of the proposals.

Part 4 Response Evaluation and Award

Evaluation Process

A Selection Committee will evaluate all qualified responses. The Committee may request clarification, additional information, interviews, presentations, or best-and-final offers from one or more Respondents.

CIT reserves the right to reject any response that is incomplete, non-responsive, fails to meet the minimum requirements of this RFQ, or is determined not to be in the best interest of the Tribe.

The following process will be generally followed for the evaluation and award of a contract:

A. Determine responsiveness and compliance with RFQ requirements.
B. Evaluate proposals using the criteria outlined below.
C. Establish the competitive range.
D. Conduct interviews, presentations, or discussions, if deemed necessary.
E. Negotiate final scope, pricing, and contract terms with the selected Respondent(s).
F. Recommend consultant selection and contract award.

CIT reserves the right to investigate the qualifications of all Respondents, verify references, validate representations made in proposals, and request additional information regarding managerial, financial, technical, or professional capabilities.

Qualifications

To be considered minimally qualified, the respondent shall demonstrate all of the following:

A. A minimum of five (5) years providing professional healthcare benefits consulting, employee benefits consulting, actuarial consulting, or healthcare strategy consulting.
B. Completion of at least three (3) comprehensive healthcare benefits assessments within the past seven (7) years for organizations with a minimum of 100 benefit-eligible participants or multiple employee groups, business entities, or benefit plans.
C. Experience developing and delivering written recommendations that include benefit plan alternatives, financial analysis, and implementation strategies for at least three (3) comparable engagements.
D. Designation of a Project Manager with a minimum of five (5) years of directly related healthcare benefits consulting experience.
E. The proposed Project Manager must have served as the lead consultant on at least two (2) comparable healthcare benefits assessment projects completed within the past five (5) years.
F. Submission of three (3) client references for comparable projects completed within the past five years.
G. Demonstrated ability to perform the work through submission of all required qualifications, work samples, and/or proposal materials requested by this RFQ.
H. Commitment to complete the Project within the limitations of the Project Budget.

Additionally, the Tribe would find it beneficial if the respondent possessed expertise of the following preferred qualifications:

A. Tribal healthcare systems and programs, including experience with federally recognized Tribes, Tribal health organizations, Indian Health Service programs, and Purchased and Referred Care (PRC).
B. Tribally authorized self-funded health plans, employee benefit plan administration, plan design, eligibility, enrollment, claims administration, and participant experience.
C. Tribally operated health insurance and healthcare delivery models including, including Marketplace, Medicaid, and Medicare, Preferred Provider Organization (PPO), Exclusive Provider Organization (EPO), Third-Party Administrator (TPA), Pharmacy Benefit Manager (PBM), stop-loss, network, and pharmacy benefit arrangements.
D. Healthcare financial analysis, including claims, utilization, cost drivers, administrative costs, funding models, reserves, and short- and long-term budget impacts.
E. Employer benefit compliance considerations, including ACA reporting, COBRA continuation, plan document requirements, fiduciary responsibilities, claims procedures, privacy, and related benefit administration issues.

Evaluation

The Tribe will evaluate respondents based upon the written response to this RFQ and any other information requested by the Tribe.

Criteria	Description
Project Understanding and Technical Approach	Respondent's understanding of and approach in providing RFQ services. Responsiveness and completeness of the response and any value-added component. The degree to which the response offers a clear, comprehensive, and collaborative process.
Cost	Overall cost, cost effectiveness, and resource allocation.
Project Timeline	Respondent's understanding of the overall project schedule, tasks needed to complete it, and ability to meet the schedule deadlines.

Experience Working with Tribes	Demonstrated qualifications and experience working with the Tribe or other tribal communities.
Project Management	Respondent's experience with similar projects and references of its clients. Ability to perform and complete the work in a professional and timely manner.

CIT reserves the right to investigate the qualifications of all Respondents under consideration and to confirm any part of the information furnished by a Respondent, or to require additional evidence of managerial, financial, technical, or other capabilities that are considered necessary for the successful performance of the work.

Interviews

During the review of proposals CIT may ask for additional information and request face-to-face interviews with the top three candidates. CIT will then make the final selection decision. At its sole discretion, CIT may invite the Finalist Respondent(s)' Key Personnel to interview with CIT staff, in person, via conference-call or another mutually agreeable medium, to clarify their proposal and determine the overall suitability of Finalist Respondent(s)' Key Personnel to the anticipated project.

If requested, attendance at such an interview is mandatory and failure to meet with CIT within a reasonable period of time will be grounds for proposal rejection. Following the interview, CIT reserves the right to re-score the Finalist Respondent(s) or to use the original scores solely as the basis to determine the Finalist Respondent(s) and make an award determination based on the overall strength of the Finalist proposal and interview.

Award of Contract

A. CIT reserves the right to select for contract award the Respondent that offers the best overall value, benefit, convenience, and service to CIT, taking into account the cost. However, cost is only one of several evaluation and selection criteria, and on its own, is not determinative of the best overall value, benefit, and service to CIT.
B. After completion of the evaluation process, CIT will name an "apparent successful Respondent" and issue a "Notice of Intent to Award" a contract to this Respondent.

Part 5 Clarifications

Requests for Information

All requests for clarification or change regarding any technical, procedural, contractual or insurance requirement(s), or any other matter regarding this RFQ must be submitted in writing via e-mail to projects@coquilletribe.org. All requests for clarification or change must be submitted by **July 30, 2026**. CIT will consider all timely-received questions and requests for change and, if reasonable and appropriate, will issue an addendum via e-mail to all recipients to clarify or modify this RFQ.

Respondent Offer, Withdrawal, and Modification

Any proposal submitted in response to this RFQ will be regarded by CIT as a binding offer by the Respondent to complete the work described above for a period of ninety (90) calendar days from the date proposals are due. This period may be modified upon the mutual agreement between CIT and Respondent. Proposals may be withdrawn or modified prior to the date and time proposals are due by written request. Proposals may not be withdrawn or modified after the date and time proposals are due unless agreed to by CIT in writing.

Part 6 Reservations of Rights

The Coquille Indian Tribe reserves all rights (which may be exercised by The Tribe in its sole discretion) available to it under applicable laws, including without limitation, and with or without cause and with or without notice, the right to:

A. Cancel this RFQ in whole or in part, at any time before the execution of a contract by The Coquille Indian Tribe, without incurring any cost, obligations, or liabilities.
B. Issue addenda, supplements, and modifications to this RFQ.
C. Revise and modify, at any time before the RFQ submittal due date, the factors and/or weights of factors The Tribe will consider in evaluating RFQ submittals and revising or otherwise expanding its evaluation methodology as set forth herein.
D. Extend the RFQ submittal due date.
E. Investigate the qualifications of any qualified entity under consideration and require submittal confirmation of information furnished by a qualified entity.
F. Require additional information from a qualified entity concerning the contents of its RFQ until such time as The Tribe declares, in writing, that a particular stage or phase of its review of the responses has been completed or closed.
G. Reject at any time, any or all submittals, responses, and RFQ submittals received.
H. Terminate, at any time, evaluations of responses received.
I. Appoint an evaluation committee to review RFQ submittals or responses, make recommendations, and seek the assistance of outside technical experts and consultants in RFQ submittal evaluation.
J. Hold interviews and conduct discussions and correspondence with one or more of the qualified entities responding to this RFQ to seek an improved understanding and evaluation of the responses to this RFQ.
K. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ.
L. Waive deficiencies in an RFQ submittal, accept and review a non-conforming RFQ submittal or seek clarifications or supplements to an RFQ submittal.
M. The Tribe reserves the right to terminate this process or to cancel or modify this solicitation process at any time. In no event will The Tribe or any of its respective agents, representatives, consultants, directors, officers, or employees, be liable for, or otherwise obliged to reimburse the costs incurred in preparation for this RFQ or any other related costs. The prospective qualified entity shall be fully responsible for all costs incurred in the preparation and/or presentation of the RFQ submittals. The RFQ submittals will become the property of The Tribe.
N. The Tribe reserves the right to reject any or all proposals submitted or make modifications to the scope of work, subject to appropriate negotiation, during the design process.
O. The final decision is the sole decision of The Tribe, and the respondents to this formal request have no appeal rights or procedures guaranteed to them.
P. Data handling: All data must be securely handled and destroyed at project closeout, with certification of destruction to CIT as in accordance with Exhibit 2, Business Associate Agreement.

Part 7 Supplemental Documents

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Exhibit 1 – Example Contract

Coquille Indian Tribe
CONTRACT FOR SERVICES

ACCOUNTING USE ONLY
P.O. #_____
Tracking #_____
_____

Contractor's Name: _____
As it appears on W-9

This Agreement between the Coquille Indian Tribe ("the Tribe") of 3050 Tremont Street, North Bend, OR 97459 and _____ ("Contractor") of _____ is for Contractor to provide the services to the Tribe as more fully described below.

1. Purpose.
The purpose of this Agreement is for the Tribe to hire Contractor to _____.

2. Term.
This Agreement will become effective on the date of the last signature and shall expire on _____, unless both parties sign a document extending this contract term.

3. Scope of Work and Deliverables.
[Please use paragraphs A and B, below, whenever attaching a detailed scope of work and/or budget to this agreement. Alternatively, you may write the scope of work here and delete paragraphs A and B. Feel free to ask the Tribal Legal or Financial Management Departments if any or all of the following paragraphs apply to this Agreement. *Please delete- info only.*]

A. Attached as Exhibit A and incorporated into this Agreement, is a Scope of Work detailing Contractor's work obligations and required deliverables. The Tribe's receipt of these deliverables is a condition precedent to Contractor's compensation.

B. Attached as Exhibit B and incorporated into this Agreement, is a Project Budget detailing the types and amounts of allowable costs authorized under this Agreement.

4. Fees & Compensation.
Subject to the provisions of this Agreement and the availability of Tribal appropriations, Contractor shall be paid an amount not to exceed $_____ for all fees and out of pocket expenses. Contractor must submit invoices before the Tribe will authorize payment. If progress payments are authorized, Contractor may submit invoices no more frequently than monthly. The Tribe will only consider invoices including the valid Tribal purchase order number(s) assigned to this Agreement. Invoices must describe the services provided, including the dates of service, and other detail as required by the Tribe. The Tribe will pay Contractor's invoice within thirty (30) days after the Tribe authorizes Contractor's invoiced charges. Before issuing payments under this agreement, the Tribe may require Contractor to provide a completed and signed IRS Form W-9. The Tribe will not make advance payments under this Agreement.

5. Tribal Contact.
For all purposes under this Agreement, the Tribal Contact Person is _____; Tel: (541) 756-0904; Fax: (541) 756-0847; Email: _____. Contractor must direct any question or concerns regarding any aspect of this Agreement to this Contact Person or his/her delegate.

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Coquille Indian Tribe
CONTRACT FOR SERVICES

6. Contractor Contact.
For all purposes under this Agreement, the Contractor's Contact Person is_____;
Tel: (___)_____; Email:_____ Tribe must direct any question or concerns regarding any aspect of this Agreement to this Contact Person or their delegate.

7. Indemnification.
Contractor will defend and indemnify the Tribe, its members, directors, officers, employees, representatives and agents and hold each of them harmless from, against, and in respect of any and all actions, causes of action, claims, costs, damages, demands, expenses, liabilities, and losses (including legal and accounting fees and other expenses incurred in connection with any of the foregoing) resulting from, in connection with, or arising out of any one or more of the following: *(a)* any breach of any agreement, covenant, representation, or warranty of Contractor made in connection with this Agreement or in any agreement, instrument, or other document delivered pursuant to or in connection with this Agreement, or any violation of applicable funding conditions or regulations; and *(b)* any liability of the Tribe or any of its officers, directors, members, employees, representatives or agents arising from this Agreement and/or Contractor's services provided under this Agreement other than as a result of Tribe's sole negligence.

8. Assignment.
Contractor shall not assign this Agreement, in whole or in part without the advance written consent of the Tribe.

9. Limitations.
Contractor agrees to comply with applicable laws, regulations, procedures, and other requirements established by the funding agencies or the Tribe for work or use of funds under this Agreement. Contractor agrees to limit and not advise, recommend, or perform work beyond Contractor's expertise or the approved Scope of Work of this Agreement.

10. Sovereign Immunity.
Nothing in this Agreement waives the sovereign immunity of the Coquille Indian Tribe. Contractor does not have the ability or authority to waive the Tribe's sovereign immunity or consent to be sued on behalf of the Tribe.

11. Amendments.
This Agreement may be amended, modified, or changed only by mutual consent and approval, in writing, by both parties.

12. Independent Contractor.
Contractor stipulates that he/she is an independent contractor and not an employee of the Tribe; and therefore is responsible for all licenses, fees, worker compensation insurance premiums, unemployment insurance premium, permits, or taxes required as a condition for operating as a business. The Tribe will not withhold any money from Contractor's pay for taxes, FICA, FUTA, or for any other purpose. Contractor's work may be done on and/or off-site to accomplish the Scope of Work of this Agreement.

13. Termination.
Either party may terminate this Agreement at any time for any reason by sending written notice via certified or registered mail to the opposite party at the address written above. Unless a termination notice states otherwise, termination shall take effect seven days after the date of receipt of the termination notice as indicated on the registered mail receipt.

Coquille Indian Tribe
CONTRACT FOR SERVICES

14. Records Access.
Contractor agrees to provide access to books, documents, papers and records of the Contractor which are directly pertinent to the Contractor's work under this Agreement for the purpose of making audit examination, excerpts, and transcripts to the applicable Federal agencies, the Controller General of the United States, and any of their duly authorized representatives, or Coquille Indian Tribe representatives, for a time period of not less than three years from the termination and/or completion of this Agreement.

15. Coquille Tribal Jurisdiction.
Generally, and for the purposes of enforcement of rights under this Agreement, Contractor consents to the jurisdiction of the Coquille Indian Tribe, Coquille Tribal Council, and the Coquille Tribal Court.

16. Dispute Resolution.
Whenever possible, the parties shall attempt to amicably resolve disputes under this Agreement. Subject to paragraph 10 of this Agreement and its jurisdictional bar to court action between the parties, the Coquille Tribal Court shall exclusively hear all disputes arising out of or relating to this Agreement.

17. Confidentiality.
Any reports, information or data given to or prepared or assembled by the Contractor under this Agreement which the Coquille Indian Tribe requests to be confidential shall not be made available to any individual or organization without the prior written approval of the Coquille Indian Tribe's Contact identified in paragraph 5.

18. Use of Work Product.
The Coquille Indian Tribe shall own all intellectual property rights in all reports, data, plans, images, recordings, or other materials or items prepared by the Contractor.

19. Integration.
This Agreement, including all attached exhibits, contains the entire Agreement between the parties as to the above described subject matter. This Agreement supersedes all prior agreements between the parties pertaining to the subject matter.

20. Remedies Cumulative.
The rights and remedies of the Coquille Indian Tribe and the Contractor provided in this Agreement are cumulative to any other rights and remedies available under applicable law.

21. Time is of the Essence.
Time is of the essence in Contractor's performance of services under this Agreement.

22. Invalidity of Provisions.
In the event any provision of this Agreement is declared invalid or is unenforceable by a court exercising proper subject matter jurisdiction, such provision shall become void and shall not invalidate any other provision contained in this Agreement.

23. Applicable Law; Required Background Investigations.
The laws of the Coquille Indian Tribe shall govern, in all respects, the interpretation of this Agreement. While carrying out this Agreement, Contractor agrees to comply with all requirements under Coquille Tribal Law. Contractor agrees that all of Contractor's employees will submit to criminal background investigations, and if necessary, adjudications, to determine whether they satisfy the Tribe's Minimum Standards of Character.

 Contract Continues to Signed Page

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Coquille Indian Tribe
CONTRACT FOR SERVICES

BACKGROUND CHECK QUALIFICATIONS:
Tribal Human Resources Director (or designee) shall determine whether a background check is required and initial below:
☐ Background is required _____ ☐ Background is not required _____
☐ Background is on file _____

A background check is required for employees, contractors, temporary hires, and all other types of personnel, when their written or unwritten duties involve: (1) Personal interaction with children at least once per week; (2) The authority to direct, supervise, mentor, care for, detain, or control children, in any manner, or (3) Serving within the chain of command over a person described in (1) or (2), above.

24. Insurance.
Contractor must carry insurance policies offering the following minimum coverage levels, if checked as required by the Tribal Legal Department. Contractor must provide a current and valid certificate of insurance demonstrating all required coverage levels before working under this Agreement. The Tribe shall have no obligation to pay Contractor until Contractor has fully complied with this Paragraph.

Not Required	Required	Type	Minimum Coverage Levels
☐	☐	**General Liability***	$1,000,000 Each Occurrence $2,000,000 Policy Aggregate $5,000 Premise Medical *All covering operations, completed operations, contract disputes and personal injuries.
☐	☐	**Automobile**	$1,000,000 Combined Single Limit
☐	☐	**Errors & Omissions**	$2,000,000 Policy Aggregate

Approvals:

_____ Date _____
By: Executive Director, Coquille Indian Tribe (or designee)

_____ Date _____
By: [TYPE CONTRACTOR'S NAME HERE]

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Exhibit 2 – Business Associate Agreement

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BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (the "BAA") is made and entered into as of by and between the Coquille Indian Tribe ("Covered Entity") and [Insert Name of Business Associate] ("Business Associate", in accordance with the meaning given to those terms at 45 CFR §164.501). In this BAA, Covered Entity and Business Associate are each a "Party" and, collectively, are the "Parties". This agreement is to be in effect as of, _____ ("Effective Date"), and shall continue until terminated as herein provided. As of the Effective Date, this BAA will supersede and replace any prior BAA between the Parties.

BACKGROUND

I. Covered Entity is either a "covered entity" or "business associate" of a covered entity as each are defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, "HIPAA") and, as such, is required to comply with HIPAA's provisions regarding the confidentiality and privacy of Protected Health Information (as defined below);

II. The Parties have entered into or will enter into one or more agreements under which Business Associate provides or will provide certain specified services to Covered Entity (collectively, the "Agreement");

III. In providing services pursuant to the Agreement, Business Associate will have access to Protected Health Information;

IV. By providing the services pursuant to the Agreement, Business Associate will become a "business associate" of the Covered Entity as such term is defined under HIPAA;

V. Both Parties are committed to complying with all federal and state laws governing the confidentiality and privacy of health information, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Part 160 and Part 164, Subparts A and E (collectively, the "Privacy Rule"); and

VI. Both Parties intend to protect the privacy and provide for the security of Protected Health Information disclosed to Business Associate pursuant to the terms of this Agreement, HIPAA and other applicable laws.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and the continued provision of PHI by Covered Entity to Business Associate under the Agreement in reliance on this BAA, the Parties agree as follows:

1. Definitions. For purposes of this BAA, the Parties give the following meaning to each of the terms in this Section 1 below. Any capitalized term used in this BAA, but not otherwise defined, has the meaning given to that term in the Privacy Rule or pertinent law.

A. "Affiliate" means a subsidiary or affiliate of Covered Entity that is, or has been, considered a covered entity, as defined by HIPAA.

B. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI, as

defined in 45 CFR §164.402.

C. "Breach Notification Rule" means the portion of HIPAA set forth in Subpart D of 45 CFR Part 164.

D. "Data Aggregation" means, with respect to PHI created or received by Business Associate in its capacity as the "business associate" under HIPAA of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of one or more other "covered entity" under HIPAA, to permit data analyses that relate to the Health Care Operations (defined below) of the respective covered entities. The meaning of "data aggregation" in this BAA shall be consistent with the meaning given to that term in the Privacy Rule.

E. "Designated Record Set" has the meaning given to such term under the Privacy Rule, including 45 CFR §164.501.B.

F. "De-Identify" means to alter the PHI such that the resulting information meets the requirements described in 45 CFR §§164.514(a) and (b).

G. "Electronic PHI" means any PHI maintained in or transmitted by electronic media as defined in 45 CFR §160.103.

H. "Health Care Operations" has the meaning given to that term in 45 CFR §164.501.

I. "HHS" means the U.S. Department of Health and Human Services.

J. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.

K. "Individual" has the same meaning given to that term i in 45 CFR §§164.501 and 160.130 and includes a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

L. "Privacy Rule" means that portion of HIPAA set forth in 45 CFR Part 160 and Part 164, Subparts A and E.

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M. "Protected Health Information" or "PHI" has the meaning given to the term "protected health information" in 45 CFR §§164.501 and 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

N. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

O. "Security Rule" means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 & Part 164, Subparts A and C.

P. "Unsecured Protected Health Information" or "Unsecured PHI" means any "protected health information" as defined in 45 CFR §§164.501 and 160.103 that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the HHS Secretary in the guidance issued pursuant to the HITECH Act and codified at 42 USC §17932(h).

2. Use and Disclosure of PHI.

A. Except as otherwise provided in this BAA, Business Associate may use or disclose PHI as reasonably necessary to provide the services described in the Agreement to Covered Entity, and to undertake other activities of Business Associate permitted or required of Business Associate by this BAA or as required by law.

B. Except as otherwise limited by this BAA or federal or state law, Covered Entity authorizes Business Associate to use the PHI in its possession for the proper management and administration of Business Associate's business and to carry out its legal responsibilities. Business Associate may disclose PHI for its proper management and administration, provided that (i) the disclosures are required by law; or (ii) Business Associate obtains, in writing, prior to making any disclosure to a third party (a) reasonable assurances from this third party that the PHI will be held confidential as provided under this BAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party and (b) an agreement from this third party to notify Business Associate immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of the breach.

C. Business Associate will not use or disclose PHI in a manner other than as provided in this BAA, as permitted under the Privacy Rule, or as required by law. Business Associate will use or disclose PHI, to the extent practicable, as a limited data set or limited to the minimum necessary amount of PHI to carry out the intended purpose of the use or disclosure, in accordance with Section 13405(b) of the HITECH Act (codified at 42 USC §17935(b)) and any of the act's implementing regulations adopted by HHS, for each use or disclosure of PHI.

D. Upon request, Business Associate will make available to Covered Entity any of Covered Entity's PHI that Business Associate or any of its agents or subcontractors have in their possession.

E. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).

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3. **Safeguards Against Misuse of PHI**. Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided by the Agreement or this BAA and Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate agrees to take reasonable steps, including providing adequate training to its employees to ensure compliance with this BAA and to ensure that the actions or omissions of its employees or agents do not cause Business Associate to breach the terms of this BAA.

4. **Reporting Disclosures of PHI and Security Incidents**. Business Associate will report to Covered Entity in writing any use or disclosure of PHI not provided for by this BAA of which it becomes aware and Business Associate agrees to report to Covered Entity any Security Incident affecting Electronic PHI of Covered Entity of which it becomes aware. Business Associate agrees to report any such event within five business days of becoming aware of the event.

5. **Reporting Breaches of Unsecured PHI**. Business Associate will notify Covered Entity in writing promptly upon the discovery of any Breach of Unsecured PHI in accordance with the requirements set forth in 45 CFR §164.410, but in no case later than 30 calendar days after discovery of a Breach. Business Associate will reimburse Covered Entity for any costs incurred by it in complying with the requirements of Subpart D of 45 CFR §164 that are imposed on Covered Entity as a result of a Breach committed by Business Associate.

6. **Mitigation of Disclosures of PHI**. Business Associate will take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of this BAA.

7. **Agreements with Agents or Subcontractors**. Business Associate will ensure that any of its agents or subcontractors that have access to, or to which Business Associate provides, PHI agree in writing to the restrictions and conditions concerning uses and disclosures of PHI contained in this BAA and agree to implement reasonable and appropriate safeguards to protect any Electronic PHI that it creates, receives, maintains or transmits on behalf of Business Associate or, through the Business Associate, Covered Entity. Business Associate shall notify Covered Entity, or upstream Business Associate, of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 1.M. of this BAA. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract by placement of such notice on the Business Associate's primary website. Business Associate shall ensure that all subcontracts and agreements provide the same level of privacy and security as this BAA.

8. **Audit Report.** Upon request, Business Associate will provide Covered Entity, or upstream Business Associate, with a copy of its most recent independent HIPAA compliance report (AT-C 315), HITRUST certification or other mutually agreed upon independent standards based third party audit report. Covered entity agrees not to re-disclose Business Associate's audit report.

9. **Access to PHI by Individuals**.

A. Upon request, Business Associate agrees to furnish Covered Entity with copies of the PHI maintained by Business Associate in a Designated Record Set in the time and manner

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designated by Covered Entity to enable Covered Entity to respond to an Individual's request for access to PHI under 45 CFR §164.524.

B. In the event any Individual or personal representative requests access to the Individual's PHI directly from Business Associate, Business Associate within ten business days, will forward that request to Covered Entity. Any disclosure of, or decision not to disclose, the PHI requested by an Individual or a personal representative and compliance with the requirements applicable to an Individual's right to obtain access to PHI shall be the sole responsibility of Covered Entity.

10. Amendment of PHI.

A. Upon request and instruction from Covered Entity, Business Associate will amend PHI or a record about an Individual in a Designated Record Set that is maintained by, or otherwise within the possession of, Business Associate as directed by Covered Entity in accordance with procedures established by 45 CFR §164.526. Any request by Covered Entity to amend such information will be completed by Business Associate within 15 business days of Covered Entity's request.

B. In the event that any Individual requests that Business Associate amend such Individual's PHI or record in a Designated Record Set, Business Associate within ten business days will forward this request to Covered Entity. Any amendment of, or decision not to amend, the PHI or record as requested by an Individual and compliance with the requirements applicable to an Individual's right to request an amendment of PHI will be the sole responsibility of Covered Entity.

11. Accounting of Disclosures.

A. Business Associate will document any disclosures of PHI made by it to account for such disclosures as required by 45 CFR §164.528(a). Business Associate also will make available information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 CFR §164.528. At a minimum, Business Associate will furnish Covered Entity the following with respect to any covered disclosures by Business Associate: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI, and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure which includes the basis for such disclosure.

B. Business Associate will furnish to Covered Entity information collected in accordance with this Section 10, within ten business days after written request by Covered Entity, to permit Covered Entity to make an accounting of disclosures as required by 45 CFR §164.528, or in the event that Covered Entity elects to provide an Individual with a list of its business associates, Business Associate will provide an accounting of its disclosures of PHI upon request of the Individual, if and to the extent that such accounting is required under the HITECH Act or under HHS regulations adopted in connection with the HITECH Act.

C. In the event an Individual delivers the initial request for an accounting directly to Business Associate, Business Associate will within ten business days forward such request to Covered Entity.

12. **Availability of Books and Records**. Business Associate will make available its internal practices, books, agreements, records, and policies and procedures relating to the use and disclosure of PHI, upon request, to the Secretary of HHS for purposes of determining Covered Entity's and Business Associate's compliance with HIPAA, and this BAA.

13. **Responsibilities of Covered Entity**. With regard to the use and/or disclosure of Protected Health Information by Business Associate, Covered Entity agrees to:

A. Notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

B. Notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

C. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

D. Except for data aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

14. **Data Ownership.** Business Associate's data stewardship does not confer data ownership rights on Business Associate with respect to any data shared with it under the Agreement, including any and all forms thereof.

15. **Term and Termination**.

A. This BAA will become effective on the date first written above, and will continue in effect until all obligations of the Parties have been met under the Agreement and under this BAA.

B. Covered Entity may terminate immediately this BAA, the Agreement, and any other related agreements if Covered Entity makes a determination that Business Associate has breached a material term of this BAA and Business Associate has failed to cure that material breach, to Covered Entity's reasonable satisfaction, within 30 days after written notice from Covered Entity. Covered Entity may report the problem to the Secretary of HHS if termination is not feasible.

C. If Business Associate determines that Covered Entity has breached a material term of this BAA, then Business Associate will provide Covered Entity with written notice of the existence of the breach and shall provide Covered Entity with 30 days to cure the breach. Covered Entity's failure to cure the breach within the 30-day period will be grounds for immediate termination of the Agreement and this BAA by Business Associate. Business Associate may report the breach to HHS.

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D. Upon termination of the Agreement or this BAA for any reason, all PHI maintained by Business Associate will be returned to Covered Entity or destroyed by Business Associate. Business Associate will not retain any copies of such information. This provision will apply to PHI in the possession of Business Associate's agents and subcontractors. If return or destruction of the PHI is not feasible, in Business Associate's reasonable judgment, Business Associate will furnish Covered Entity with notification, in writing, of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate will extend the protections of this BAA to such information for as long as Business Associate retains such information and will limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible. The Parties understand that this Section 14.D. will survive any termination of this BAA.

16. **Effect of BAA**.

A. This BAA is a part of and subject to the terms of the Agreement, except that to the extent any terms of this BAA conflict with any term of the Agreement, the terms of this BAA will govern.

B. Except as expressly stated in this BAA or as provided by law, this BAA will not create any rights in favor of any third party.

17. **Regulatory References**. A reference in this BAA to a section in HIPAA means the section as in effect or as amended at the time.

18. **Notices.** All notices, requests and demands or other communications to be given under this BAA to a Party will be made via either first class mail, registered or certified or express courier, or electronic mail to the Party's address given below:

A. If to Covered Entity, to:

Attn:
T:
E:

B. If to Business Associate, to:

Attn:
T:
E:

19. **Amendments and Waiver**. This BAA may not be modified, nor will any provision be waived or amended, except in writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

DRAFT

20. **HITECH Act Compliance**. The Parties acknowledge that the HITECH Act includes significant changes to the Privacy Rule and the Security Rule. The privacy subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under HIPAA and these changes may be further clarified in forthcoming regulations and guidance. Each Party agrees to comply with the applicable provisions of the HITECH Act and any HHS regulations issued with respect to the HITECH Act. The Parties also agree to negotiate in good faith to modify this BAA as reasonably necessary to comply with the HITECH Act and its regulations as they become effective but, in the event that the Parties are unable to reach agreement on such a modification, either Party will have the right to terminate this BAA upon 30-days' prior written notice to the other Party.

In light of the mutual agreement and understanding described above, the Parties execute this BAA as of the date first written above.

By: _____
Name:
Title:

By: _____
Name:
Title:

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ATTACHMENT A - RESPONDENTS CERTIFICATION

A. The undersigned acknowledges receipt of Addendum numbers _____ through _____ or N/A.

B. Respondent certifies it is an independent contractor as defined by ORS 670.600 and under penalty of perjury is, to the best of the undersigned's knowledge, not in violation of any local, state, or federal tax law.

C. Respondent certifies this proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation; Respondent has not induced any person, firm, or corporation to refrain from proposing; and Respondent has not sought by collusion or fraud to obtain for itself any advantage over any other Respondent or over CIT.

D. Respondent certifies that the qualified entity has no business or personal relationships with any other company or person that could be considered a conflict of interest or potential conflict of interest to CIT.

E. Respondent agrees to make their proposal a binding offer to CIT for a period of ninety (90) calendar days from the date proposals are due.

F. The undersigned warrants that he/she is an authorized representative of the Respondent; has read, understands and agrees to be bound by all RFQ instructions, insurance requirements and contract terms and conditions contained herein (including all addenda issued for this RFQ); that the information provided in this proposal is true and accurate; and that providing incorrect or incomplete information may be cause for proposal rejection or contract termination.

Legal Business Name: _____

Mailing Address: _____

Contact Person Printed Name & Title: _____

Phone Number: _____ Email: _____

Federal Tax Identification Number (FEIN): _____

Signature: _____ Date: _____