

Services Contract



(not for procuring equipment, supplies, property, construction, repair, or leasing)

This Contract is between Dena' Nena' Henash, d/b/a Tanana Chiefs Conference, an Alaska Native inter-tribal consortium, (TCC), 122 First Avenue, Suite 600, Fairbanks AK 99701, and _____ (individually a "Party" and collectively, "the Parties").

1. **Scope of Services ("Services").** TCC enters this Contract with Contractor and Contractor agrees to provide the following Services:

Legal services may include, but are not limited to, the following areas:

- a. General Legal Counsel
 - i. General legal advice to TCC leadership, departments, and programs.
 - ii. Review and drafting of legal memoranda, correspondence, policies, procedures, and agreements.
 - iii. Legal risk assessment and advice on organizational matters.
- b. Contracts and Procurement
 - i. Review, drafting, and negotiation of contracts, memoranda of agreement, memoranda of understanding, professional services agreements, leases, grant-related agreements, and other legal documents.
 - ii. Advice regarding procurement, contracting preferences, federal grant requirements, and compliance with applicable policies and law.
- c. Tribal Governance, Tribal Law and Child Welfare
 - i. Advice regarding tribal governance, tribal court matters, tribal jurisdiction, tribal ordinances, child welfare, resolutions, codes, and intergovernmental agreements.
 - ii. Support related to recognition, enforcement, and implementation of tribal court orders, where applicable.
- d. Health Care, HIPAA, and IHS-Related Matters
 - i. Advice regarding tribal health programs, Indian Health Service matters, compacting and contracting under the Indian Self-Determination and Education Assistance Act, HIPAA, 42 CFR Part 2, Medicaid, Medicare, and other healthcare-related matters.

- ii. Support regarding compliance, privacy, confidentiality, and healthcare operations.
- e. Litigation and Dispute Resolution
 - i. Representation or advice regarding litigation, administrative proceedings, appeals, investigations, enforcement matters, arbitration, mediation, and other dispute resolution processes.
 - ii. TCC may require separate written authorization or engagement terms before assigning litigation matters.
- f. Employment, Labor, and Personnel Matters
 - i. Advice regarding employment law, personnel policies, investigations, ethics, disciplinary matters, workplace compliance, and related risk management issues.
- g. Regulatory, Legislative, and Administrative Matters
 - i. Advice regarding federal, state, and tribal laws, regulations, agency actions, funding requirements, administrative proceedings, and policy matters affecting TCC.
 - ii. Support for TCC priorities, including tribal self-governance, public safety, healthcare funding, infrastructure, natural resources, subsistence, and other matters identified by TCC.
- h. Other Legal Services
 - i. Other legal services as assigned by TCC and agreed to by the selected firm.

Contractor agrees to use its best efforts to provide timely and quality Services which meet all standards applicable to the relevant industry or Services being carried out. Contractor is responsible for the quality and condition of all materials or equipment used to carry out Services under this Contract and for the conduct and safety of its employees, agents, or subcontractors.

2. **Management.** The TCC Legal Department will manage this Contract for TCC. Robin Brown, General Counsel will be TCC's Contract Manager and is Contractor's primary contact at TCC. Contractor's primary contact for TCC will be _____. If a Party changes its primary contact then the Party will promptly notify the other in writing of the change.
3. **Term of Contract.** This Contract shall commence on 10/1/2026 and shall terminate on 9/30/2027, with the option to renew this contract until 9/30/2031 by mutual agreement, unless terminated sooner as provided in Section 9 of this Agreement. TCC shall not be liable for any fees for Services provided before the commencement date, any fees for Services provided after the termination date, or for any fees or expenses in excess of the Contract amount provided herein. This

Contract may be renewed beyond the termination date by the express written consent of the Parties.

4. Payment. Contractor will be paid for Services as follows:

The total amount payable by TCC under this Contract shall be \$_____ unless specifically authorized in advance in writing by TCC. Contractor shall notify TCC's Contract Manager in advance of providing Services if it expects that Services will exceed the Contract limit.

Payment will be designated by the following matters:

1. **Flat Fee and Contingency Fee Matters.** Attorneys may provide legal advice, advocacy, or representation to TCC regarding matters pending, or that may become pending, before federal, state, or tribal legislative, regulatory, or administrative bodies.
 - A. **Flat-Fee Matters.** For services designated by TCC and Attorneys as flat-fee matters, compensation shall be paid on a monthly flat-fee basis in the amount agreed to in writing by the parties. The scope of services covered by the flat fee shall be identified in advance and may be modified only by mutual written agreement.
 - B. **Contingency-Fee Matters.** Any services performed on a contingency-fee basis must be approved in writing by TCC before work begins. The contingency fee percentage, method of calculating any recovery, treatment of costs and expenses, and any other applicable terms shall be set forth in a separate written agreement.
 - C. **Lobbying Compliance.** Attorneys shall identify any services that constitute lobbying activities under applicable federal, state, or tribal law. Attorneys shall be solely responsible for complying with all registration, reporting, disclosure, and other requirements applicable to such lobbying activities and shall provide notice to TCC of any such obligations.
2. **Hourly Work:** Attorneys shall furnish legal advice and legal services as specifically directed by TCC's General Counsel or designee with respect to matters concerning health specific matters, general legal issues and other legal matters TCC shall assign, and Attorneys shall agree to undertake. Such work shall be undertaken on an hourly basis and shall be known as Hourly Work. The hourly fees for the Contractor are included in Attachment A.

Hourly Work may be undertaken on a coalition basis, in which the Attorneys perform hourly work simultaneously for TCC and other clients of the Attorneys having an identical interest in a particular matter, and where the Attorneys then divide the cost of their services pro rata among the several clients. TCC recognizes the cost-saving realized through such arrangements and encourages the Attorneys to organize such coalitions when feasible and wherever doing so does not produce any conflict of interest between Attorneys' duties to TCC and Attorneys' duties to other clients.

On a monthly basis, Contractor shall submit detailed invoices of services completed. Upon receipt of a properly prepared invoice, payment will be made no later than 30 (thirty) days after TCC determines that the Scope of Services agreed upon in Section 1 is being adhered to, satisfactory progress made, and Contractor has furnished TCC with Contractor's taxpayer identification number and all required documents. In the event that TCC finds a discrepancy between the Services provided and the invoice, payment for the questioned portion will be withheld pending clarification by Contractor and approval by TCC.

Contractor is responsible for arranging its own travel and will submit as part of the monthly invoices.

5. ***Contractor's Representations.*** Contractor represents and warrants that Contractor is qualified to perform the Scope of Services outlined in Section 1, and has obtained and shall maintain through the term of the Contract all professional licenses, business licenses, permits and certifications, or governmental approvals necessary for performance of the Services. Before providing Services under this Contract, Contractor shall provide TCC with copies of such licenses, permits, certifications, and approvals.
6. ***Insurance and Indemnification by Contractor.*** Before starting performance of Services, Contractor will provide to TCC proof of the following insurance obtained and maintained through the term of the Contract through an insurance carrier(s) licensed in the State of Alaska:

Contractor shall maintain the following insurance coverages until the termination of this Agreement:

1. Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence, Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage.
2. Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Attorney with policy limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles, along with any other statutorily required automobile coverage.
3. Workers' Compensation at statutory limits.
4. Employers' Liability with policy limits not less than One Million Dollars (1,000,000) Each accident; One Million Dollars (\$1,000,000) by disease policy limit; One Million Dollars (\$1,000,000) by disease each employee.
5. Professional Liability covering negligent acts, errors, and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$2,000,000) each occurrence, Two Million Dollars (\$2,000,000) in the aggregate. The Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of

this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the contract is completed.

6. **Umbrella Insurance Policy** If Contractor maintains Umbrella or Excess Liability insurance, such coverage shall be maintained throughout the term of the Agreement at the full limits carried by Contractor.

Contractor further agrees to defend, indemnify, and hold harmless TCC, its employees, directors, and agents from all claims, causes of action, damages, costs or liability resulting from the intentional or negligent acts or omissions of Contractor, its employees, agents or subcontractors, arising from the performance of Services under this Contract and causing damage to any person, entity or property. Contractor is responsible at all times for the conduct and safety of its employees, agents, or subcontractors. Contractor is also responsible for any harm caused to these individuals by Contractor or third parties.

7. **Compliance.** For the duration of this Contract, Contractor will comply with all applicable local, state, and federal regulations; comply with the requirements of this Contract; and work in a manner that is ethical and respectful. Contractor will also keep apprised of and comply with any changes to applicable local, state, or federal regulations as well as changes to this Contract as agreed upon by amendment.
8. **Records and Retention.** Contractor shall maintain accurate and reliable financial records regarding its provision of the Services and any relevant expenses, and shall make its books, documents, papers, records, and financial statements available to TCC or its auditors upon reasonable notice, as necessary for auditing, examinations, excerpts and transcriptions, copying, or other compliance activities. Contractor will also make these materials available to the Comptroller General of the United States and any federal or state grantor agency that contributed any portion of the Contract funding, as required by grant terms or law. Contractor agrees to maintain all financial records relating to this Contract for at least 7 (seven) years from the date when final Contract payment is made by TCC to Contractor.

9. **Termination.**

A. Suspension. TCC reserves the right to suspend the services upon seven (7) days written notice to Contractor.

B. Termination. The obligation to provide further services under this Agreement may be terminated:

1. **For cause,**

- a. By either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

- b. Notwithstanding the foregoing, this Agreement will not terminate under Section 9 if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than fourteen (14) days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such fourteen (14) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to thirty (30) days after the date of receipt of the notice or such additional time as may be agreed to in writing by the parties.

2. For convenience,

- a. By TCC effective upon Contractor's receipt of notice from TCC.

C. Effective date of termination. The terminating party under Section 9.B.2 may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow Attorney to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

D. Payments upon termination.

1. In the event of termination for cause by either party:

- a. Contractor shall provide TCC with all project documents prepared by or in the possession of Attorney as of the effective date of termination.
- b. Contractor may invoice TCC for all services properly performed through the effective date of termination.
- c. TCC shall pay any unpaid and undisputed invoices for all properly completed services but may withhold any payment for services not properly rendered in accordance with the terms of this agreement.
- d. Both parties shall retain the right to pursue the dispute resolution procedures authorized in Section 23. Dispute Resolution.

2. In the event of termination for convenience by TCC

- a. Contractor shall provide TCC with all completed documents prepared as of the effective date of termination.
- b. Contractor may invoice TCC for all services performed or furnished and all reimbursable expenses incurred with respect to authorized services properly performed through the effective date of termination. In addition, Contractor may invoice TCC for a reasonable amount for services and expenses directly attributable to termination, both

before and after the effective date of termination, at the rates set forth in this agreement, but in no event shall such termination costs exceed ten (10) hours of additional compensation.

- c. TCC shall pay any unpaid and undisputed invoices.
- d. Both parties shall retain the right to pursue the dispute resolution procedures authorized in Section 23. Dispute Resolution.

Privacy and Confidentiality. Contractor agrees and understands that all information relating to the business of TCC, including but not limited to the terms of this contract, proprietary or financial information, employee and personnel information, client information and protected health information, that Contractor learns or has access to in the course of providing Services under this Contract, is confidential information belonging to TCC and not to Contractor. This includes information about the identity of any TCC client or their presence and activities at a TCC facility. Contractor shall keep all such information in strict confidence and must use reasonable technical and administrative protections to safeguard and protect the information against inadvertent use, access or disclosure, whether by its own employees or agents or by third parties. Except as necessary to carry out Services under this Contract, Contractor agrees not to divulge, disclose or communicate any information relating to the business of TCC learned or gained during the course of providing Services, directly or indirectly, to any person or entity, without the express written consent of TCC. If Contractor has any questions regarding matters of privacy or confidentiality, Contractor must contact the TCC Contract Manager prior to making any disclosures of information that Contractor suspects may be covered by this provision.

To the extent the Contractor receives, or has access to or control over protected health information, Contractor agrees to sign a separate Business Associate Agreement with TCC and to comply with all applicable privacy and security laws including the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations; the Health Information Technology for Economic and Clinical Health Act of 2009 and its implementing regulations; and if applicable, federal regulations on the Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2.

10.Independent Contractor. The Parties agree and understand that in the performance of Services under this Agreement, the Contractor is an independent Contractor and not an employee of TCC. The Parties do not intend to create, nor shall this agreement be deemed or construed to create an employment relationship between the Parties. Contractor shall possess a valid, current Alaska business license and City of Fairbanks business license, if applicable, and such other permits, licenses, and insurance required to perform the Services and work required by this Contract. Contractor is solely responsible for all taxes, employee withholdings, workers' compensation insurance, and unemployment insurance necessary for or attributable to the Services being provided.

- 11. Prohibition on Subcontracting and Assignment.** Contractor may not subcontract the Services or any part of the Services without the prior written consent of TCC. Neither Party may assign this Contract or its rights, interests or obligations under this Contract without the prior written consent of the other Party.
- 12. Conflicts of Interest.** Contractor represents and agrees that it has no conflicts between duties required under this Contract and any other Contract, agreement, arrangement or understanding to which Contractor is a Party, or to any rules, regulations, directive, order or law to which Contractor is subject. Before signing this Contract, Contractor agrees to disclose to the TCC Contract Manager any relationship that may be a potential conflict of interest related to the performance of the Services. A potential conflict of interest includes, but is not limited to, Contractor being related within the third degree of blood relationship to an employee of TCC, Contractor having an existing financial interest with TCC, or Contractor having an existing financial interest with any person involved in the signing of this Contract. By signing this Contract, Contractor represents and warrants that it has made all required disclosures to TCC. Any breach of this Section will be considered a material breach of this Contract.
- 13. Background Checks.** If the Services involve contact with TCC clients, Contractor may be required to conduct a background check for its employees, subcontractors or agents carrying out Services under this Contract, and the criminal history of such individuals may bar them from providing such Services. In particular, if Contractor's Services involve regular contact or control over minors, Contractor must undergo a background check and may not provide Services using any individual who has criminal history which is disqualifying under the Indian Child Protection and Family Violence Prevention Act (ICPA), 25 USC § 3207. Contractor must notify TCC if Contractor or any of its employees carrying out this Contract have been found guilty of, or entered a plea of nolo contendere or guilty to, or are charged with, any felonious offense, or any of two or more misdemeanor offenses, under Federal, State, or tribal law involving crimes of violence; sexual assault, molestation, exploitation, contact or prostitution; crimes against persons; or offenses committed against children. Similarly, if Contractor's Services involve contact with, access to personal or financial records, or control over the financial wellbeing of recipients of services, State background check requirements and character standards under the Alaska Barrier Crimes Act, AS 47.05.300 et seq., and the associated regulations, 7 AAC 10.010 et seq., may apply.
- 14. Debarment and Suspension Certification.** Contractor certifies that neither it nor its principals are listed on the Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension."
- 15. Native Hire.** Contractor will provide employment preference for Native Americans in activities under this Contract under Public Law 93-638 and other applicable laws. Contractor shall list all job solicitations for work under this Contract with the TCC Human Resources Department. This provision shall not apply to Contractor's employees hired before the effective date of this Contract.

- 16. *Equal Employment Opportunity.*** Subject to Section 16, Contractor will comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 17. *Anti-Lobbying Certification.*** This provision applies if the total amount of this Contract is greater than \$100,000 and the Contract will be funded using Federal funds. Contractor agrees that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal Contract, grant, or any other award covered by 31 U.S.C. § 1352.
- 18. *Clean Air Act and Federal Water Pollution Control Act Certification.*** This provision applies if the total amount of this Contract is greater than \$150,000 and the Contract will be funded using Federal funds. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251 et seq.).
- 19. *Ownership of Inventions and Work Product.*** To the extent this Contract requires the Contractor to produce goods, tangible objects, inventions, or original intellectual property of any kind, including but not limited to written reports, memoranda, documents, graphs, charts, illustrations, artwork, photographs, video recordings or audio recordings of any kind, regardless of the medium in which such products are recorded (print or electronic), all ownership and copyright interests in such work product shall belong to TCC.
- 20. *Severability.*** If any provision of this Contract is held invalid, then that provision shall be interpreted to the fullest extent possible so as to be valid and effective, and the remaining provisions of this Contract shall continue in full force and effect.
- 21. *Complete Contract.*** This Contract, together with any written amendments, attachments, or other documents expressly referenced, comprises the complete agreement between the Parties and supersedes any prior understandings, Contracts or representations by or between the Parties. The Parties acknowledge that they have had ample opportunity to review the terms of this Contract and consult with legal counsel if so desired.
- 22. *Counterparts.*** This Contract may be executed in one or more counterparts, any one of which need not contain the signatures of more than one Party, but all such counterparts taken together will constitute one and the same instrument.
- 23. *Dispute Resolution.*** TCC and Contractor shall endeavor to resolve claims, disputes, and other matters in question through informal, good faith discussions between themselves. The parties may also use mediation services if agreed to by

TCC prior to invoking any means of binding dispute resolution authorized under this Agreement. However, if the parties are unable to resolve such claims, disputes, and other matters in question between themselves or through mediation, either party may submit such claim to binding arbitration in accordance with this provision.

Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to binding arbitration.

A demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

If a claim, dispute, or other matter in question arising out of or related to this Agreement between TCC and Contractor involves the work of other Attorneys to TCC or Contractor (each a "Joinable Party"), either TCC or Contractor may join each Joinable Party as a party to the arbitration between TCC and Contractor hereunder, and Contractor or TCC, as appropriate, shall include in each contract with each such Joinable Party a specific provision whereby such Joinable Party consents to being joined in an arbitration between TCC and Contractor involving the work of such Joinable Party. Nothing in this Section nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against TCC or Contractor that does not otherwise exist.

The award rendered by the arbitrator or arbitrators shall be final and enforceable in any Alaska Superior Court having jurisdiction over the matter located in Fairbanks, Alaska. Contractor understands and agrees that any arbitration decision, award, or judgment being sought against TCC is expressly made subject to the limitations set forth in this Agreement and any other limitations that may apply under the federal laws and regulations governing federally recognized Tribal governments and intertribal consortiums.

24. Governing Law and Forum. The law of the State of Alaska, without regard to conflicts of laws principles, governs the construction, validity, and interpretation of this Contract. Any claim under this Contract shall be filed in the United States District Court for the District of Alaska if it has jurisdiction, or otherwise in the State of Alaska courts, Fourth Judicial District at Fairbanks. Nothing in this Contract may be construed to limit or in any way prejudice either Parties' protections under the law, including the Federal Tort Claims Act and other protections, privileges, or immunities applicable to either Party.

25. Sovereign Immunity. TCC is an intertribal consortium, that is considered an Indian tribe by federal statute, 25 U.S.C. § 5381(b), and that operates as an arm of a group of federally recognized Alaska Native tribes, which each possess sovereign immunity from suit. Nothing in this Agreement shall be construed to be a waiver of TCC's sovereign immunity, except to the limited extent necessary to

permit Contractor to pursue the dispute resolution procedures authorized in this Agreement. Sovereign immunity is not waived as to any employee, Board member, or agent of TCC, and TCC hereby specifically reserves and retains its sovereign immunity and all rights and privileges pertaining thereto, except to the limited extent expressly stated in this Section.

The sole remedy available as against TCC, following arbitration, shall be an award for payment of the amount of an approved invoice which is due the Contractor and unpaid. A judgment or award against TCC may be satisfied only from available funds which TCC has specifically budgeted for this Agreement and shall not exceed the amount listed in any award document. Nothing in this limited waiver of immunity shall be construed as a waiver or consent to the levy of any judgment, lien, attachment or encumbrance upon any other funds, assets, income, or real property or interest in any real property belonging to TCC, whether held in trust for the benefit of TCC by the United States, as restricted fee land or in fee simple.

To the extent jurisdiction obtains, this limited waiver of sovereign immunity shall be deemed a consent to the jurisdiction only of the Alaska Superior Court located in Fairbanks, Alaska.

This limited waiver of sovereign immunity specifically does not allow for recovery of attorneys' fees or post-judgment interest and does not extend to actions for declaratory judgment or injunctive relief.

The parties hereby acknowledge and agree that this Section shall also apply to any other agreements entered into by the parties during the respective terms of such agreements, and shall, whenever any application of this Contract continues beyond the termination of this Agreement, continue to apply thereto, notwithstanding any prior termination of this Agreement or any ancillary agreements between the parties. TCC specifically reserves and retains its full sovereign immunity, and all rights and privileges pertaining thereto, concerning any claims brought more than three (3) years after date of the execution of this Agreement by TCC and Contractor.

26. Headings. Headings in this Contract are used for reading convenience only.

27. Amendment and Waiver. This Contract may not be amended or waived except by a writing signed by both Parties. A Party's non-enforcement of any provision of this Agreement shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or the remainder of this Agreement.

28. Notices. Any notice given under this Agreement shall be given by mail in writing to the addresses shown in this Agreement, which may be changed by giving notice of the change to the other Party, or by fax or other electronic means if receipt is acknowledged by the other Party.

29. Attachments. This Contract does ☒ /does not ☐ have an attachment[s] that is incorporated into this Contract. To the extent any attachments conflict with the terms of this Contract, this Contract controls.

Attachment A – Hourly rates for Contractor’s attorneys and professional services.

30. Signatures. By their signatures below, the Parties enter this Agreement.

Tanana Chiefs Conference

Signature: _____

Print Name and Title: _____,

Date: _____

Signature: _____

Print Name and Title: _____,

Date: _____