

Circle	Larry Nathaniel	Yes
Fort Yukon	Cheryl Cadzow	Yes
Rampart		Absent
Stevens Village	Don Stevens	Absent
Venetie	Bobby Tritt	Yes

Motion passes with 6 yes and 0 no

b. Funding Summit Dates

Pat Stanley - All the agencies have agreed to move the funding summit up one week. The dates are: travel on the 18th and summit on the 19th and 20th and the 21st is reserved for strategic planning training. It would be in the form of a workshop for people to take back to their own communities to use and hopefully to have a follow-up later in their own village. I know the Council stated that they are interested in following the summit meeting with Strategic Planning training. It will be a training with several of the agencies that are already here (for the summit). They are doing the training at the end of this week at TCC for lower Yukon communities and they wanted to make sure that they are also available for the Yukon Flats So, they are willing to supply that training here on the 21st right after the funding summit. We discussed that at the last C.A.T.G meeting.

Motion: Bobby Tritt for each village to send two delegates to attend the funding summit and be paid for by C.A.T.G.

2nd: Charleen Fisher

Cheryl Cadzow - Where is the funding coming from for the summit?

Pat Stanley - For the Chiefs it's all Indirect. The agencies are paying their own way. There is no charge for anything except for the travel of the Chiefs.

Roll call vote

Arctic Village	Joel Tritt	Yes
Beaver	Charleen Fisher	Yes
Birch Creek	Winston James	
Canyon Village	Stanley Jonas	Yes
Chalkyitsik	James Nathaniel Jr.	Yes
Circle	Larry Nathaniel	Yes
Fort Yukon	Cheryl Cadzow	Yes
Rampart		
Stevens Village	Don Stevens	
Venetie	Bobby Tritt	Yes

Affidavit of Thomas Bungler

1. I am Thomas Bungler, residing in Anchorage Alaska, and an employee with the Alaska Native Tribal Health Consortium. I worked on the Alaska Federal Health Care Access Network (AFHCAN) Project, that was supported by ANTHC, to bring telemedicine to tribal health care providers. I have been asked to describe my involvement in the competitive bidding process utilized by the Council of Athabascan Tribal Governments (CATG) when it considered bids for its telemedicine WAN network.

2. It is a policy of AFHCAN to remain neutral with regard to assessing telecommunication providers. That is, we do not recommend one particular company over another. Instead, we provide technical assistance to help the tribal health care provider understand the services being offered in the proposal. We were asked by CATG to review the two proposals it had received, one from GCI and one from ATT/Alascom and TelAlaska.

3. In conjunction with Thomas Bohn, a former employee of AFHCAN, we had a teleconference with the CATG Board to go over the proposals. We were not present at the January 17th presentations made by the companies. We did not make a written report. The ATT/ Alascom/TelAlaska proposal was odd since it was addressed to Yukon Flats School District. It did however have a price sheet for its services. We explained the difference in services and recommended that if CATG was inclined to select GCI, and I thought that CATG was favoring that company, that CATG seek a guarantee from GCI regarding the committed information rate. There were other aspects of the proposals that were significant. GCI made technical support available, while ATT/Alascom appeared to quote an hourly rate for the same service. GCI also included an upgrade of the routers for the network.

4. Tom Bohn and I learned later that the Board made a decision to seek to negotiate further with GCI regarding, among other things, assurances as to the quality and level of its proposed service. Tom Bohn and I attended part of a meeting between CATG and GCI where such negotiations took place. We attended in our role as consultants to CATG, and in that role we provided technical assistance to CATG as necessary for it to evaluate GCI's responses to issues that were of concern to CATG.

I hereby swear under penalty of perjury that the foregoing is true to the best of my belief and knowledge.


Thomas Bungler

Dated: 10/24/2003

EXHIBIT 13

1/2-02

NARRATIVE REPORT (UPDATE)
Executive Director
REPORTING PERIOD: JAN 17-FEB 9,2002
AGENCY REPORTING TO: CATG

January 2002						
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

CATG Administrative priorities included GCI-TelAlaska review, CATG Regional Facility, Grant inquiries and submissions and Iodine 131 releases.

The following activities were conducted:

Meetings attended or activities performed by CATG staff and/or Council:

- January 25,2002: CATG Teleconference with AHFCAN
- January 28-February 1,2002 EPA Leadership Conference, Ocean Shores, Washington.
- February 4-8,2002 Alaska Forum on the Environment
- February 5,2002: Denali Commission Large Clinic Grants Workshop, Anchorage, Alaska
- February 6,2002: USF&WS Meeting, Anchorage, Alaska
- February 7,2002: GCI-CATG-AHFCAN Meeting, Anchorage, Alaska
- February 7,2002: Rasmuson Foundation Meeting, Anchorage, Alaska
- February 7,2002: BSFA Meeting, Anchorage, Alaska
- February 8,2002: USF&WS Meeting, Anchorage, Alaska
- February 9,2002: CATG Building Committee Meeting, Fort Yukon, Alaska

Iodine 131: Worked with Fred Roberts to obtain signatures on releases. All required documents were signed, copied, and hand carried to Anchorage. Peter Partnow came to the Denali Commission meeting to retrieve them. Funds for distribution should be available soon - hopefully within two weeks.

Education: Attended an Early Childhood gathering

Communications: Jonathon Joy, Mercury Data Systems made his third site visit on January 31-February 1,2002 to work on the network. He scheduled time to review Dale Hardy's installation at the YFHC, installed and maintained computers at the Care Center, reviewed the University system installation and cleaned up the Travel/Procurement office computers. He also installed access to Fundware on the Travel/Procurement systems in preparation to start entering P.O.'s and encumbrances. He again found multiple viruses and installed virus scanners to update automatically.

Requested assistance from Tom Bohn and Tom Bunger of the Alaska Federal Health Care Access Network (AFHCAN) to review GCI and TelAlaska proposals and make recommendations to the Council on teleconference January 25,2002. Kelly Carroll copied

and sent the proposals. AFHCAN expressed their appreciation for having the opportunity to review the proposals and provide the Council with input.

The week after the teleconference, I contacted GCI to set up a meeting to discuss the issues addressed during the teleconference. The meeting was set up for the next week in Anchorage to coincide with the Denali Commission workshop. All parties were available to meet on Thursday, February 7, 2002 at 11:30 AM. Participants included Larry Nathaniel, CATG Chairman, Pat Stanley, Executive Director, Tom Bohn and Tom Bunger, AFHCAN Technical Consultants, Martin Cary, GCI V.P. Broadband Services, Art Behm, Senior Manager Broadband Services, Steve Walker, Technical Support and Steve Constantine, Medical Services Support. CATG met with AFHCAN prior to the meeting to discuss issues. During the meeting, Tom Bohn addressed the technical issues and represented CATG's view point. Most issues were resolved to AFHCAN's and CATG's satisfaction. Tom Bohn recommended that we sign the contract for three years with two one-year options. This was the one point that GCI was not willing to compromise. The final amended document is being sent to each council.

CATG Building: The Denali Commission Large Clinic Workshop was held on February 5, 2002. Representatives from our area included Larry Nathaniel, Chairman, Myra Thumma, Venetie Council Member, Pat Stanley, Executive Director, Norberto Sanchez, Executive Health Director and Fred Roberts, NVFY Executive Director. After the workshop, we met with Tom Humphrey, YKHC Capital Projects Manager and Jerry Winchester, YKHC Architect to do some planning for grant submission. Later, we added Joel Neimayer, Joyce Hughes and Pat Carr, facilitators for the Denali Commission, to address concerns and issues regarding Norberto Sanchez' memo to the CATG and NVFY including facility ownership and availability of funds for maintenance. Village Based Clinic funds are not available for regional facilities and Maintenance and Improvement funds are distributed to contracts/compacts in very limited amounts. Fred Roberts is to report back to NVFY with his recommendations after attending the workshop. Due to the February 27th deadline, it was decided to hold the first Building Committee Meeting in Fort Yukon on Saturday. I contacted Kelly Carroll, CATG Council Secretary, the next morning to set up the meeting. She did a great job on such short notice.

Met with George Hieronymus, Rasmuson Foundation while in Anchorage. They are interested in the proposal but will not meet until April. Rev. George Silides approached Episcopal funders on our behalf and urged me to contact them as soon as possible. He provided a packet of information to follow-up on.

The Building Committee Meeting was held as scheduled and minutes will be provided for the application packet. Application preparation tasks were divided between Jerry Winchester, Tom Humphrey, Norberto Sanchez and Pat Stanley. The first draft is due to Tom Humphrey for compilation by Friday, February 15th. Some documents have already been provided.

Natural Resources: Met with Bruce Thomas to work on grant revisions necessary due to Craig Fleener's absence. Teleconferenced with USF&WS several times. Arranged a meeting in Anchorage to bring all agency people together to arrive a consensus so that Bruce could move forward on his projects. Asked Fred Roberts to attend with Bruce and me. Fred's presence was very helpful. By the end of the meeting, everyone seemed to be a lot more comfortable with our working relationship. We revised a progress report to meet agency requirements for the Salmon TEK project and Bruce was able to negotiate an additional year to prepare a final report based on analysis of the data to be collected during

3-21/2-02

**COUNCIL OF ATHABASCAN TRIBAL GOVERNMENTS
MARCH 21-22, 2002 REGULAR MEETING
NATIVE VILLAGE OF FORT YUKON TRIBAL HALL
FORT YUKON, ALASKA**

REGULAR MEETING

Minutes

I. CALL TO ORDER

Meeting called to order at 10:00 a.m. by Cheryl Cadzow.

Cheryl Cadzow - Since Larry and Evon would not be here until noon, as the village hosting the meeting the Chief from that village will start the meetings, since it is here in Fort Yukon I will be starting the meeting.

II. ROLL CALL/ ESTABLISH A QUORUM 03-21-02

Charleen Fisher	Beaver	present
Larry Nathaniel	Circle	absent
Evon Peter	Arctic Village	absent
Stanley Jonas	Canyon Village	present
Winston James	Birch Creek	absent
Bobby Tritt	Venetie	present
Cheryl Cadzow	Fort Yukon	present
Virginia Smoke	Stevens Village	present
	Rampart	absent
Isabelle Carroll	Chalkyitsik	present

Quorum was established with 6 present and 4 absent.

Winston James arrived @ 11:30 a.m.

Evon Peter arrived @ 12:00 p.m.

Larry Nathaniel arrived @ 2:30 p.m.

Stanley Jonas said the opening pray

III. ADOPTION OF AGENDA

Motion made by: Charleen Fisher to approve March 21, 2002 agenda w/ additions and changes

Second by: Stanley Jones

Passed

*Page 19
ACI Proposal*

Cheryl Cadzow – I don't agree with your resume, there is some items in there that CATG, it is not you, like developed over 100 jobs in the Yukon Flats, that is not you who did that, this is CATG. I don't think you can list that in your resume, you didn't do that alone. This is your resume; it looks more like CATG resume.

Under the performance factors I would like line item saying that wither or not you follow the directives of the Council, so a line will say follow the directives of the Council.

Pat Stanley – Part of the questions in the back does address that.

Cheryl Cadzow – I would like a line item for us to number it one to five.

Charleen Fisher – So Pat this form is different from each the FNA board members and they fill it out individually and they mail it back.

Pat Stanley – Yes mail or fax it back.

Larry Nathaniel – That's what I want to know do we do it here or individually at home?

Cheryl Cadzow – It was on the agenda last time and we didn't get a chance to get to it, that is why it is first on the agenda. Is the intent to put this on to review her evaluation? We evaluated her in Stevens Village and it said to review her again. That is why I wanted to look at the minutes for Stevens Village to see what we decided to do about her evaluation.

Motion made by: Cheryl Cadzow to move item A Executive Director Evaluation into Executive Session under item Q

Second by: Isabelle Carroll

Motion Passes

B. GCI Proposal

Pat Stanley – After the Teleconference we met with GCI and I passed out the revised agreement with GCI and it was revised according to the recommendation of the Alaska Health Care Access Network, they again reinvaded because they thought this was a much better proposal than what they seen with Tele Alaska. It is here for your action now. I think motion by the Council on the Teleconference was to see if they are willing to alter the proposal and that we would take action on it at the next meeting.

Motion made by: Cheryl Cadzow to approve the GCI proposal

Second by: Evon Peter

Passed

C. CATG Contract support Cost Claim Options

Pat Stanley – I have not receive a letter yet, I didn't want to completely take this off just in case we received a letter today though E-mail. It hasn't come in yet, if you would like to hold off on this until after lunch and I'll see if we will get anything from them.

Motion made by: Cheryl Cadzow to table Item C CATG Contract support Cost Claim Options, there is no information available

Second by: Evon Peter

Passed

D. CATG Policies: Personnel, Check signers, CHAP

GCI Communication Corp.

2550 Denali St.
Anchorage, AK. 99503
907.265.5600



Council of Athabascan Tribal Governments
GCI Service Agreement Contract #HC012

GCI Communication Corp. (GCI) will provide and Customer will take the Service(s) described below. This cover sheet and such Tele-Health Terms and Conditions are referred to collectively as the "Agreement".

Service	Qty	Unit Price		Extended Price	
		Install	Monthly	install	Monthly
Arctic Village, Beaver, Birch Creek, Stevens Village, Chalkytsik, Rampart, Circle and Venetie.					
T-1 Broadband Packet Based Satellite Delivery Service	8	\$ 1,000.00	\$11,515.00	\$ 8,000.00	\$ 92,120.00
NECA T-1 Local Loop (Village)	8	\$ 638.00	\$ 383.64	\$ 5,104.00	\$ 3,069.12
NECA T-1 Local Loop (Ft. Yukon)	8	\$ 638.00	\$ 383.64	\$ 5,104.00	\$ 3,069.12
Ft. Yukon					
T-1 Broadband Packet Based Satellite Delivery Service	1	\$ 1,000.00	\$11,515.00	\$ 1,000.00	\$11,515.00
NECA T-1 Local Loop (Ft. Yukon)	1	\$ 638.00	\$ 383.64	\$ 638.00	\$ 383.64
NECA T-1 Local Loop (Fairbanks)	1	\$ 638.00	\$ 383.64	\$ 638.00	\$ 383.64
Ft. Yukon					
T-1 Broadband Packet Based Satellite Delivery Service	1	\$ 1,000.00	\$11,515.00	\$ 1,000.00	\$11,515.00
NECA T-1 Local Loop (Ft. Yukon)	1	\$ 638.00	\$ 383.64	\$ 638.00	\$ 383.64
Internet					
256/64Kbps Internet Access (Ft. Yukon)	1	\$ 1,000.00	\$ 2,210.00	\$ 1,000.00	\$ 2,210.00
Management Services					
CNCC Network Management	10	\$ -	\$ -	\$ -	\$ -
		Total		\$23,122.00	\$124,649.16

Customer Authorized Agent/Representative acknowledges the attached terms and conditions for the services listed above and agrees to pay for all itemized charges for those services contingent upon yearly funding commitments by the Rural Health Care Division (RHCD) of Universal Services Administration Company (USAC). Customer understands that all LEC pricing is subject to tariff changes and that billing will commence immediately following customer service acceptance date.

Council of Athabascan Tribal Governments
Customer Organization

Larry A. Nathaniel
Authorized Customer Signature

Larry A. Nathaniel, Chairman of the Board
Print Name & Title

03-21-02
Date

General Communication, Inc.

Martin Cary
Authorized GCI Signature

Martin Cary, Vice President Broadband Services
Print Name & Title

3/27/02
Date

EXHIBIT 16

Larry A. Nathaniel

Tele-Health Terms and Conditions

1. Charges

Customer agrees to pay all applicable charges for transport and services ordered on Service Agreement. Charges shall be invoiced monthly in arrears and shall be payable within thirty (30) days and will be considered delinquent after the thirty-first (31) day. Delinquent bills shall be assessed a 1.5% service charge per month. Bills not paid within thirty (30) days of the delinquent date (sixty (60) days from the billing date) shall be cause, in GCI's sole discretion, for termination of Services. GCI may discontinue Service without liability for Customer's non-payment of any sum delinquent more than thirty (30) days. In addition, termination of Services under these circumstances does not relieve Customer of the obligation to pay for said past due amounts or other obligations that may exist under any applicable agreements. Applicable State and Federal taxes will be passed through as the responsibility of Customer. Rates and charges may be changed by GCI per the terms outlined herein, and Customer agrees to pay any additional charges that may result. If the Service is tariffed, the tariff will supersede any conflicting provisions of the Agreement. At GCI's request, Customer shall post a bond or provide a security deposit to assure payment.

1.1 Installation. Installation charges as defined in the Service Agreement cover all normal installation expenses incurred to install and terminate the circuit on the GCI provided demarcation equipment at Customer's premises. It does not include the following items, which shall be separately invoiced:

- Any local loop installation fees including any additional time or materials that may be required to extend the circuit from the LEC termination point to the physical location where the demarcation equipment will be installed.
- Any additional costs for equipment that may be required by Customer that goes above and beyond the standard GCI provided demarcation equipment.
- Any travel and accommodation costs for technicians to/from the Service termination point in locations where applicable.

1.2 Partial Billing. Customer will be billed a prorated share of all applicable charges for connections installed, terminated or re-configured during the course of a monthly billing cycle.

1.3. Term Discounts. Customer will receive discounts by committing individual connections to extended service terms (where available). Term discounts are applied on the effective charges after applying all utilization and connection cost-based discounts and surcharges. Term discounts shall not apply to any non-GCI facility charges.

1.3.1 Early Termination. If Customer's connection is disconnected prior to the end of the Term (defined in Section 2 below), Customer will pay an early termination charge equal to fifty (50%) of the remaining Term at the rates in effect at the termination of this Agreement. Early termination charges shall apply in all cases, except the following:

- If the USF funding that supports these Services is terminated ;
- If Customer terminates its connection under this Agreement due to a breach of the contract by GCI;

Lony A. Nathaniel

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

1.4 Re-Configuration & Upgrades/Downgrades. Any changes that require material modifications to the existing service or circuit such as re-location or upgrades/downgrades in circuit capacity may incur additional charges. All changes to the service must be requested either via e-mail at: telehealth@gci.com or by calling GCI Tele-Health at (907) 868-7044 in Anchorage. All service requests received via e-mail will be verified by returning the request to the e-mail addresses provided on Customer Information Sheet and must be confirmed by Customer by a reply to the forwarded request. All changes to the service must also be followed up with a formal written request within thirty (30) days of such notice.

2. Term and Termination

The Agreement term begins (a) when GCI's Service has been fully installed and tested, (b) Customer has given GCI its notice of acceptance, and (c) the Service is available for Customer use, regardless of the status of Customer-owned equipment ("Customer Service Acceptance Date").

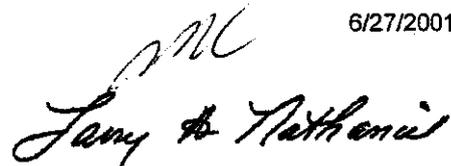
The term ("Term") of this Agreement is five (5) year(s), beginning on the Customer Service Acceptance Date and ending five (5) years from the Customer Service Acceptance Date.

In addition to the terms under Section 5, GCI may suspend or terminate Service if Customer materially breaches this Agreement, including failure to pay for any past due amounts for invoiced Services as set forth in Section 1 above, and does not cure such breach within three (3) days (seventy-two (72) hours) of notice; provided, that GCI may terminate immediately without notice (i) in order to prevent damage to or degradation of its Internet network integrity which may be caused by Customer or anyone using Customer's access, (ii) to comply with any law, regulation, court order, or other governmental request order which requires immediate action, or (iii) to protect GCI from legal liability. GCI will endeavor to give Customer notice regarding the reason(s) for termination as soon as reasonably practicable after such termination.

3. Rights and Obligations of Customer

Customer shall at its own expense be responsible for all site preparation activities necessary for installation of the Service. Customer shall give GCI and its suppliers reasonable access to its premises at all reasonable times. Customer shall not use the Service or permit any of the Service which is illegal, unlawful, or harassing, which infringes upon another's intellectual property rights, or which otherwise constitutes network abuse, and Customer shall be responsible for any such misuse of the Service. Customer shall indemnify GCI and its affiliates against any liabilities incurred by them as a result of such misuse. Customer also will pay to GCI the reasonable attorneys' fees and costs, including allocable costs of in-house counsel, incurred by GCI in enforcing this Agreement. Customer shall be responsible for communicating with its own users of the Service, and for handling all complaints and trouble reports made by such users. Customer must comply with reasonable security procedures and standards with respect to its own routers that interface with the Service. GCI may communicate security issues to Customer from time to time when abuse or misuse is observed or reported by others. Customer shall be responsible for the correct, timely and accurate filing of all forms required by government agencies that ensures timely payments of service rendered.

4. Equipment and Software


Larry A. Nathaniel

GCI is not responsible for the installation, maintenance, compatibility or performance of any equipment of software not provided by GCI. Customer shall indemnify GCI and its affiliates against any infringement claims arising out of the use of such third party equipment or software with the Service. If such third party equipment or software impairs the Service, Customer remains liable for payment. If such third party equipment is likely to cause hazard or service obstruction, Customer shall eliminate such likelihood at GCI's request. GCI will troubleshoot difficulties caused by such third party equipment or software at Customer's request, at GCI's then-standard rates. Title to all service equipment provided by GCI under this Agreement shall remain with GCI. If Customer provides any router to interface with the Service, it must cooperate with GCI in configuring and managing such router(s) in order to implement and operate the Service. Title to all service equipment provided by GCI as part of this Agreement resides at all times with GCI.

5. GCI Obligations; Disclaimer of Warranties

GCI shall provide, operate and maintain the Service, contingent upon (i) GCI's ability to obtain and maintain all necessary regulatory and other licenses or permissions, and (ii) GCI's network capacity and connection availability. Customer understands that, except for certain services specifically identified as GCI Services, GCI does not operate or control the Internet.

CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR ITS USE AND ITS USERS USE OF THE TRANSPORT SERVICES OF INTERNET. GCI MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS REGARDING ANY MERCHANDISE, INFORMATION, PRODUCTS OR SERVICES PROVIDED THROUGH THE INTERNET.

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NO ADVICE OR INFORMATION GIVEN BY GCI'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY.

UNDER NO CIRCUMSTANCES SHALL GCI BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS THAT RESULT FROM CUSTOMER'S OR ITS USERS' USE OF OR INABILITY TO ACCESS ANY PART OF THE TRANSPORT SERVICES OR INTERNET OR ITS OR ITS USERS' RELIANCE ON OR USE OF INFORMATION, SERVICE INTERRUPTIONS, LOSS, THEFT, OR DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE.

GCI may monitor the Service and disclose information gained from such monitoring in order to satisfy any law, regulation or other governmental request, to operate the Service and administer GCI's network, or to protect itself or its subscribers. GCI reserves the right to refuse to post or to remove any information or materials, in whole or part, that in its sole discretion are unacceptable, undesirable, or in violation of this Agreement. In no event shall GCI be deemed liable for any failure or delay due to any cause beyond GCI's control.

6. Maintenance Outages

GCI will conduct scheduled maintenance of its transport services, Internet platform, and distribution services, and will provide Customer a minimum of seventy-two (72) hours' notice prior to this maintenance. These maintenance periods may cause Customer to experience brief interruptions in its Service. GCI's standard maintenance window is between 1:00 a.m. and 5:00 a.m. (Alaska Standard Time). Periodic maintenance may be conducted within the maintenance window on any day of the week without notification

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Larry A. Nathaniel

to Customer. For emergency repairs, GCI will use its best commercially reasonable efforts to conduct such repairs with a minimum of disruption to Customer.

7. Service Installation

Delivery time for the Service shall be time that it takes the local exchange carrier(s) to deliver the required local loops plus ten (10) working days, except in locations served directly by VSAT (Very Small Aperture Terminal) where the standard delivery time will be forty-five to sixty (45-60) days from Service order signing providing that facility use agreements are signed and facilities are installed. If services and facilities are not installed, delivery times will be based upon a mutual agreed (Customer and GCI) upon published deployment schedule GCI shall make every reasonable effort to provide the Services in this time period. However, in accordance with Section 5, GCI has no liability to Customer for failure to meet Service on Commencement Date in accordance with the terms of the Service Order. Service will not be considered fully installed until GCI has received Customer's notice of final acceptance, which shall not be unreasonably withheld or delayed.

8. Interruptions in Service

While GCI does provide pro-active monitoring of Services, it shall be Customer's obligation to notify GCI of any interruption in service. Although all notifications will be investigated, GCI shall not be obligated to take any corrective action upon notice received from any source other than Customer, or its authorized agents or employees.

GCI will notify Customer of any unscheduled interruptions in service that it detects that extend beyond fifteen (15) minutes in any single occurrence. GCI will provide this notification to one of the technical contacts listed on the Customer Information Sheet.

An outage credit will be allowed for interruptions found to result from facilities provided by GCI. After 24 hours a credit shall be applied on a pro rata basis from the time the circuit is down until service is restored on interruptions of a 30-minute duration or more.

All service related contacts must be provided through the following options: e-mail to telehealth@gci.com or by calling GCI Tele-Health at (907) 868-7044 in Anchorage. All service requests received via e-mail will be verified by returning the request to the e-mail addresses provided on the Customer Information Sheet and must be confirmed by Customer by a reply to the forwarded request.

9. Agreement Modifications

GCI reserves the right to modify/update the Service Agreement as circumstances may warrant. GCI will provide Customer with a written and/or electronic copy of all material changes. Allowable material changes include substitution of services or products that have the same functionality as the original proposal, that will not increase costs to the Customer, that do not violate any other provisions of the Agreement or state or local procurement laws in place at the time of the change, that will not negatively affect the eligibility of the Customer to receive monetary support for which the Customer has applied, and that will remain consistent with the filing of the Customer's original Request for Proposal or similar document. If Customer does not agree with the changes/modifications, then customer shall provide GCI with written notice rejecting the changes/modifications within 30 calendar days of GCI's notification to Customer. GCI may elect to continue the existing service without modification by notice to customer within 30 days after receiving Customer's rejection. If GCI does not elect to continue the service without modification, Customer may provide

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GCI with its written intent to terminate its then current Service Agreement with no penalty. This notification of early termination must be provided in writing within thirty (30) calendar days of GCI's notification to Customer and the reason for termination must be directly related to the modifications of the Agreement. If Customer fails to contact GCI regarding the Agreement modifications within thirty (30) calendar days from the notice date, then the new modified Agreement will be effective from the date of modification to the end of Term of this Agreement.

10. Miscellaneous

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

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

This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto. Neither this Agreement, nor any of Customer's rights or obligations herein shall be transferable or assignable by Customer without GCI's prior written consent and any attempted transfer or assignment hereof not in accordance herewith shall be null and void. If any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect. Either party's failure to insist upon or enforce strict performance of any provision of the Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska, without regard to its conflicts of law provisions. Any cause of action Customer may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. These Terms and Conditions along with Service Agreement constitutes the entire Agreement between Customer and GCI with respect to the Service and can be modified only in writing by the parties hereto.


Larry A. Nathaniel

Council of Athabaskan Tribal Governments

Addendum A: Policies, Procedures and Objectives

7 February 2002

SM
Larry A. Nathaniel

CATG Service Level Agreement

Network Description

Based on LINKWAY 2100 Comsat Broadband Packet-Based Satellite Delivery (BPSD) service. Customer access via standards-based frame relay interfaces at up to 2Mbps, 10 Base T Ethernet, or ATM. Also supports Internet Protocol (IP). Internet service based on DVB standards with its pool managed separately. Both BPSD and Internet service to customer site is provided through active bandwidth pool management to the following Service Level Objectives

Service Commitment

GCI commits to provide up to 1.536 MBPS full duplex PVC on demand between any point(s) in the proposed GCI network. For video applications, GCI will guarantee a constant bit rate of 768Kbps.

Bandwidth Management Policy

GCI monitors its distribution bandwidth for capacity and anomalies. GCI will begin the process to upgrade its facilities when the following capacity usage occurs: eighty (80) percent utilization of the pool covering twenty (20) percent of any twenty-four (24) hour period for three (3) or more days in a row.

Service Level Objectives

GCI strives to offer the highest quality product to customers at an affordable price. GCI will conduct a biannual review with CATG executive staff to ensure customer expectations are being met. In an effort to quantify the network performance a GCI customer can come to expect, the following definitions will apply to any GCI's T-1 BPSD in Alaska:

Delay: Delay is measured between the GCI BPSD ports, exclusive of the local loops and customer premise equipment (CPE) on each end. Delay measurements will be met under normal circumstances, and do not include circuit rerouting or congestion due to maintenance activities.

GCI 650 ms. plus or minus 50ms. round-trip, between GCI sites

Throughput: Throughput is the minimum percentage of customer's frames that will be delivered between BPSD ports, exclusive of local loops customer premise equipment or maintenance activities.

GCI 99.5%

Availability: Availability is measured monthly, and does not include local loops, customer premise equipment or maintenance activities.

GCI 99.5%


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Customer Network Control Center


Lamy & Nathaniel

SERVICE DELIVERY MODEL

Network Management Service

Customer Network Control Center



Lamy & Nathaniel



The GCI Internet Services department maintains a group that monitors and manages customer networks. The group is called the Customer Network Control Center or CNCC. The CNCC is a 24x7 operation with additional staff members to be contacted if the need arises.

The procedure to contact the CNCC is

Call in Anchorage, 868-0100 or via our 800 #, 1-800-975-2622.

Please state the nature of the problem or question and the on duty staff will assist you.

The CNCC staff utilizes several Network Management Platforms to assist in seeing, identifying, and reacting to customer network problems. Once an event is seen, the CNCC staff starts problem determination. If the problem is determined to be communications equipment and or a circuit issue a Remedy ticket will be opened and a proxy of that ticket will be sent to the GCI Network Operations Control Center or NOCC for action. The customer will be notified by the CNCC of any problem with their managed network.

The CNCC will own the problem, with notifications and reporting until a resolution is obtained.

Each morning a report for the client is created. This report will list all problems opened and closed within the last 24 hours as well as any outstanding problems currently being worked on. This report is electronically mailed each morning to the customer's primary contact.

The CNCC staff has an escalation procedure. Additional staff personnel or management are notified of any issues and or supplemental support is required. Any escalation that the customer requires will be included in the CNCC procedures.

GCI Internet Services Department

Manager	Jim Kostka	868-7171
CNCC Supervisor	Rick Weston	868-0110
Network Administrator	Terry Wise	868-0111

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Outsource Client Service Delivery Model Network Management Service

1. Service description

The Scope of Services to be provided in this engagement will be delivered in Anchorage via GCI technical resources and in all other named locations via designated Outsource Client/partner technical points-of-contact. This document describes the "production" level service that will be available in all components.

Specific service delineation is provided in the "Terms of Reference" document in the appendix.

2. GCI Approach

Internet Services will provide the services above using the following groups and facilities:

Remedy Action Management

Remedy is a workflow management system GCI uses to track events, either remedial or requested. GCI will use Remedy for this service and provide information of any outage or effort and manage the event through completion. Escalation procedures and service levels are followed to insure compliance as part of this service.

Network Management Group (CNCC)

The Network Management group will provide network facilities monitoring, remedial support and network management through it's Customer Network Control Center (CNCC). Monitoring and remedial support will be provided on a 7/24 basis. Monitoring will only be provided and at a level within the limits of the facilities used.

Customer Premise Equipment

GCI will be using customer owned premise equipment and GCI owned network monitoring and management facilities to provide the services.

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Internet Services will provide network monitoring and management via centrally located resources. Any device that can be managed from a centralized location and specified as part of the scope is eligible for monitoring services. These services will be provided on a twenty-four hour a day basis, seven days a week. The service is divided into discrete services.

Network Monitoring

Network monitoring will consist of CNCC staff monitoring devices or facilities to determine availability. GCI offers this service on a 7/24 basis and will notify designated customer staff of a failure or degraded condition according to escalation/notification procedures. GCI will produce a daily report of events and status for the customer and management.

Remedial Services

Technical staff are on duty 7 by 24 and can respond to error conditions immediately. The Customer Network Control Center (CNCC) will be responsible for managing network error conditions through completion. They will coordinate customer resources, GCI's NOCC and other carriers to resolve a network problem.

Network Management

Network management includes the following categories of services for managed devices:

Software Management

Software management services are designed to keep software on managed devices current. This support provides monitoring and application of patches, fixes and updates within a version of software. The client is responsible to insure appropriate vendor contracts to provide upgrades are current.

Capacity Management/Performance analysis

This service includes capacity planning and performance analysis and reporting, availability reporting and trending.

Maintenance of Standards

GCI will recommend standards for managed devices and report status on a monthly basis as to compliance.

Security Management


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GCI will maintain the available security systems for the devices managed. GCI will also establish and follow a regime to provide industry standard levels of security.

Asset Management

GCI will maintain records of equipment installed, software levels, etc.

GCI will produce a monthly report discussing significant events, availability, and adherence to standards.

Problem Reporting/Analysis Process

In the event of a client report of a problem, the following procedure will be used:

The CNCC will analyze the problem to determine, if possible, if it is a network problem.

The CNCC will log the problem, provide an event number to the customer. The CNCC will advise the customer of status based upon severity, daily at a minimum.

The CNCC will advise the customer of completion on a daily basis.

Service Request Process

The following process will be used for in scope requests:

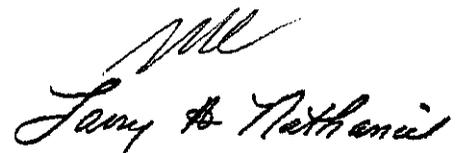
A. The client will forward a request for an in-scope service to the GCI Account Manager passing on the following information:

1. The type of service being requested.
2. Scope of work being requested.
3. Deliverables
4. Timeframes

For out of scope requests, the following process will be used:

A. The client will forward a request for a service to the GCI Account Manager passing on the following information:

1. The type of service being requested.
2. Scope of work being requested.
3. Deliverables
4. Timeframes



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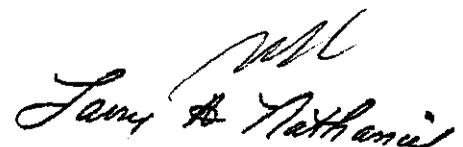
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Security Management


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3. Service accountability

Action	Accountability	Response
Service Problem		
Network Problem to include local loops	CNCC	Analyzes problem to determine if it is a network problem.
Log/track problem	CNCC	Logs problem into Remedy, assigns to appropriate organization, tracks to completion.
Problem resolution	CNCC, NOC, Customer technical staff	Analyzes error conditions Provides solution Logs resolution into Remedy or reports resolution to CNCC
Close out of problem	CNCC	Verifies completion with customer
Service Requests		
Request of new service	Customer management	Creates request for new facilities or training and submits to GCI Account Manager.
Evaluation of scope	GCI Account Manager	Forwards to NS Engineering if in-scope, produces proposal if out-of-scope.
Determination of solution	NS Engineer	Evaluations availability of facilities, creates work orders in Remedy to provisioning groups

4. Service Level Agreement

Monthly reporting of availability of the services will be provided by the 15th day of the following month. A daily report of service affecting incidents will be provided.

Availability Goals

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Network availability goal will be calculated at a 98.0% monthly availability factor excepting scheduled maintenance. The maintenance window is scheduled as 0200 to 0500 AST daily, but notification of actual maintenance will occur allowing for client input.

Escalation

Procedure

1. When an event reaches an escalation stage, the senior staff member on duty will notify according to the table below.
2. Paging will be used for GCI notification during 0800 to 1700, Monday through Friday. The on-call list will be used for off-hours notification. Email will be used for pager notification.
3. Outsource Customer will be next business day notification for off hours problems unless specifically identified.
4. GCI management level staff will be responsible to notify customer management and GCI executives.
5. CNCC staff discretion can be used to escalate before designated periods if the situation warrants.
6. Administrators and/or CNCC management will make the determination to notify Customer Network Engineering.

Definitions

(nbd) - next business day if off-hours.

Application - customer facility such as b or ISDN browsing, email, news, etc.

Location - single site.

Escalation levels - as defined in the service delivery model.

Duty Administrator – Area Admin during normal working hours, on-call after hours

Duty Manager – Sr. Manager during normal working hours, on-call manager after hours

Help Desk – Customer Help Desk staff on duty

Secondary – after 4 hours of event start

Third – after 8 hours of event start

Escalation table:

Severity	One Location	Entire Enterprise
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One application	<u>GCI</u> Immediate notification: Helpdesk Secondary: Duty Administrator Third: Duty Manager (nbd)	<u>GCI</u> Immediate notification: Helpdesk, Duty Administrator Secondary: Duty Manager, Program Manager (nbd)
Multiple applications	<u>GCI</u> Immediate notification: Helpdesk Secondary: Duty Administrator Third: Duty Manager, Program Manager (nbd)	<u>GCI</u> Immediate notification: Helpdesk, Administrator, Duty Manager, Program Manager Secondary: Executive management (nbd)
All applications	<u>GCI</u> Immediate notification: Helpdesk Secondary: Duty Administrator, Duty Manager (nbd) Third: Executive management (nbd)	<u>GCI</u> Immediate notification: Administrator, Duty Manager, Program Manager, Secondary: Executive management

9. Change Management

Change management will be implemented to insure maximum availability for the environment. All changes will follow the directions described in the matrix below:

Change	Lead time
Outage	Immediate
Emergency	Next maintenance window
Discretionary	72 hours

Documentation will be submitted to the approving parties covering:

- Change description
- Time of start
- Finish time
- Lead person
- Backout plan
- Reason for change
- Facilities impact.

An approved member of the each organization will approve the change. Each change should provide 24 hours advance notice unless related to a

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production problem. If changes must be made during off hours, a change request must still be submitted.


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