



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 00-21

of the

SQUAXIN ISLAND TRIBAL COUNCIL

WHEREAS, the Squaxin Island Tribal Council is the Governing Body of the Squaxin Island Tribe, its members, its lands, its enterprises and its agencies by the authority of the Constitution and Bylaws of the Squaxin Island Tribe, as approved and adopted by the General Body and the Secretary of the Interior on July 8, 1965; **and**

WHEREAS, under the Constitution, Bylaws and inherent sovereignty of the Tribe, the Squaxin Island Tribal Council is charged with the duty of protecting the health, security, education and general welfare of the tribal members, and with protecting and managing the lands and treaty resources and rights of the Tribe; **and**

WHEREAS, the Squaxin Island Tribal Council has been entrusted with the creation of ordinances and resolutions in order to fulfill their duty of protecting the health, security, education, and general welfare of tribal members, and of protecting and managing the lands and treaty resources of the Tribe; **and**

WHEREAS, the Squaxin Island Tribal Council finds that the mental health standards of the Squaxin Island Health and Human Services Department are equivalent to mental health standards set by Indian Health Service but are tailored to the unique needs of the Squaxin Island Tribal Community, utilizing the programs and resources available to deliver appropriate mental health services; **and**

WHEREAS, the Social Services Act and Health Care Financing Administration have authorized the reimbursement of mental health services for Medicaid eligible individual and families.

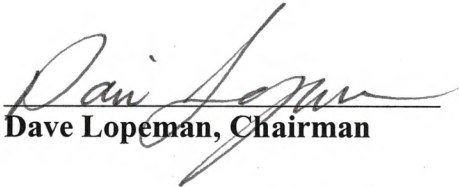
WHEREAS, the Squaxin Island Tribe agrees to maintain an Indian Health Service 638 contract for as long as any contract is in effect for Medicaid billing purposes.


NOW THEREFORE BE IT RESOLVED, that the Squaxin Island Tribal Council approves the mental health standards of the Squaxin Island Health and Human Services Department and that these standards shall be applied unless expressly prohibited by applicable law; **and**

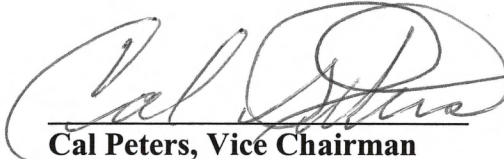
BE IT FURTHER RESOLVED, that the Squaxin Island Tribal Council hereby approves the "Indian Nation Intergovernmental Work Order" with the Washington State Department of Social and Health Services (copy attached and is hereby incorporated by this reference) and authorizes the Squaxin Island Health and Human Services Department to seek reimbursements of mental health services when possible in an effort to augment mental health services for the Squaxin Island tribal community.

CERTIFICATION

The Squaxin Island Tribal Council does hereby certify that the foregoing Resolution was adopted at the regular meeting of the Squaxin Island Tribal Council, held on this 9th day of March, 2000, at which time a quorum was present and was passed by a vote of 3 for and 0 against with 0 abstentions.


Dave Lopeman, Chairman

Attested by: 
Sue McFarlane, Secretary


Cal Peters, Vice Chairman

Memorandum of Understanding
between
South Sound Mental Health Services'
Crisis Resolution Services

and

The Squaxin Tribe

South Sound Mental Health Services (SSMHS) provides 24-hour mental health crisis response, intervention, and evaluation for involuntary mental health detention per RCW 71.05 and 71.34, through its Crisis Resolution Services (CRS) in Thurston and Mason Counties. The Squaxin Tribe's reservation is located in Mason County. Social services to members of the Squaxin Tribe can be provided by the Squaxin Tribe.

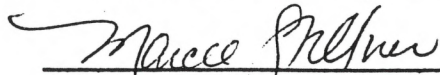
CRS and the Squaxin Tribe may serve the same individuals. Both CRS and the Squaxin Tribe provide support, treatment, and referrals to individuals experiencing a mental health crisis.

CRS and the Squaxin Tribe agree to the following:

- CRS is available 24 hours a day to the Squaxin Tribe for case consultation and mental health referral information. CRS will make every attempt to facilitate mental health referrals to the appropriate mental health providers in Mason County.
- CRS is available 24 hours a day for face-to-face mental health crisis intervention on the Squaxin Reservation.
- CRS is available 24 hours a day for the assessment of involuntary mental health detention for adults and children (13 through 18 years old).
- CRS is available to provide ongoing training to members of the Squaxin Tribe on mental health concerns.
- The Squaxin Tribe is available to provide training to CRS on issues regarding the specific mental health needs of the Squaxin people.

This Memorandum of Understanding may be amended from time to time by mutual agreement of the parties.

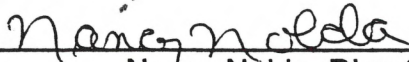
SOUTH SOUND MENTAL HEALTH SERVICES
CRISIS RESOLUTION SERVICES



Marcee Stiltner, Executive Director

12-9-99

Date

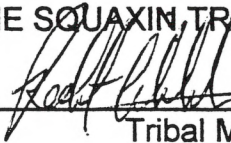


Nancy Nolda, Director
Crisis Resolution Services

12.9.99

Date

THE SQUAXIN TRIBE



Tribal Manager

12/9/99

Date

CONTRACT FOR SERVICES

This Agreement is made by and between the SQUAXIN ISLAND INDIAN TRIBE (hereinafter TRIBE), a federally recognized Indian Tribe located on the Squaxin Island Indian Reservation in Mason County, Washington (hereinafter Reservation), and South Sound Mental Health Services (hereinafter VENDOR), for services set forth herein.

PURPOSE

The intent and the purpose of this agreement between the TRIBE and South Sound Mental Health Services is to provide mental health services for Medicaid eligible American Indians and Alaskan Natives who are disenrolled by the Tribe from the Regional Support Network (RSN) Prepaid Health Plan (PHP).

AGREEMENTS

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed and understood by the parties that:

1. **TERM OF AGREEMENT:** Subject to the terms and conditions contained in this Agreement, South Sound Mental Health Services and the TRIBE agree that the term of this Agreement shall commence on the date both parties have signed this Agreement and shall continue until terminated by either party pursuant to Section 9.
2. **TRIBAL CONTRACT REPRESENTATIVES:** All written and verbal communication by South Sound Mental Health Services to the TRIBE under this Agreement shall be through the Squaxin Island Tribes Health and Human Services Director. In addition, South Sound Mental Health Services agrees to deliver courtesy copies of all written communications to the TRIBE to the Squaxin Island Executive Director.
3. **SERVICES TO BE PERFORMED BY VENDOR:** South Sound Mental Health Services hereby agrees to perform the following mental health services at the request of designated Tribal staff:
 - a. Child and adolescent day treatment;
 - b. Adult day treatment;
 - c. Interdisciplinary evaluation for nursing home resident;
 - d. Psychological assessment for adults and children;

- e. In-facility crisis respite/stabilization services; and
- f. Make recommendations regarding approval or denial of admission to or transfer between all inpatient services in accordance with applicable standards and obtain necessary authorization. South Sound Mental Health Services agrees to notify the Tribe within three business days of said approval or denial when South Sound Mental Health Services is aware of the disenrolled status of the service recipient.

4. CONTRACT REQUIREMENTS: South Sound Mental Health Services agrees to maintain the following contract requirements throughout the period of this agreement in providing the mental health services enumerated in section 3:

- a. Maintain current DSHS licensing under WAC 275-57 and conform to all criteria of WAC 275-57 as amended;
- b. Comply with applicable law and standards, including any tribal child abuse and adult protection requirements, Washington statutes and regulations, Title XIX of the Federal Social Security Act, and RSN contract requirements;
- c. Discuss and collaborate with the Tribal Contract Representative on treatment planning appropriate to the service being provided;
- d. Discuss and collaborate with the Tribal Contract Representative on the planning for discharge or termination of consumers, prior to occurrence;
- e. Cooperate and participate with Tribal designated staff in the performance of utilization and quality review, as deemed necessary by the Tribe; and
- f. Maintain professional and general liability insurance with primary limits of no less than one million dollars (\$1,000,000.00), and aggregate limits of no less than two million dollars (\$2,000,000.00) general liability, and no less than three million dollars (\$3,000,000.00) professional liability.

5. PAYMENTS:

- a. In consideration for the performance of the mental health services listed in section 3 of this Agreement by South Sound Mental Health, the TRIBE agrees to pay South Sound Mental Health Services for such services as follows:

Child and adolescent day treatment	\$7.02 per 1/4 hour
Adult day treatment	\$3.18 per 1/4 hour
Interdisciplinary evaluation for nursing home resident	\$29.38 per 1/4 hour
Psychological assessment for adults	\$130.00 each
Psychological assessment for children	\$148.00 each
In-facility crisis respite/stabilization	\$18.00 per hour
Inpatient authorization	No Charge

- b. South Sound Mental Health Services shall bill monthly for authorized services and the Tribe agrees to remit payment within thirty (30) days from date of billing. The invoice shall specify the date and type of service provided, the name of the person served, and the cost of service.

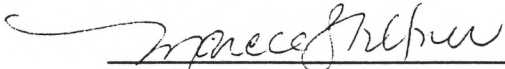
- c. South Sound Mental Health Services agrees to accept these terms as complete remuneration for the services provided to clients under this Agreement.
6. **WITHHOLDINGS:** Under this Agreement and during the time of performance, South Sound Mental Health Services is acting as an independent contractor for all purposes, including any general liability, employment insurance liability and employment tax liability. The TRIBE will not deduct federal withholdings tax, social security insurance or any other payroll benefits or gratuities from the agreed South Sound Mental Health Services fees.
7. **VENDOR NOT TO ASSIGN CONTRACT:** South Sound Mental Health Services agrees that it will not assign, transfer, or convey, pledge, or encumber this Agreement or its right, title, or interest therein, or his power to execute same, or any monies due or to grow due hereunder, without the consent in writing of the TRIBE, this Agreement being intended to secure the personal services of South Sound Mental Health.
8. **NO WAIVER OF SOVEREIGN IMMUNITY:** The TRIBE expressly reserves all of its inherent sovereign rights as a federally recognized Indian tribe, including sovereign immunity from suit in any state, federal or tribal court without the TRIBE'S express consent. By entering into this Agreement, the TRIBE does not waive its sovereign immunity from suit and nothing in this Agreement shall be construed to imply such a waiver.
9. **TERMINATION:** This Agreement may be terminated by either party by 90 days written notice to the other party; provided that if both parties agree, termination may be accomplished on shorter notice.
10. **NOTICE:** Any notice, demand or other communication required to be given or delivered pursuant to this Agreement shall be in writing and shall be deemed to have been given either when personally delivered or sent by telecopy with hard copy to follow or overnight express courier or three days following mailing by registered or certified mail, postage prepaid, return receipt requested.
11. **MODIFICATION:** There are no other written or oral agreements, representations, or understandings of any kind. This Agreement constitutes the final and complete agreement of the parties and may not be amended or modified except in a writing signed by both parties.
12. **COURT AND APPLICABLE LAW:** Any litigation necessary to enforce the obligations of either party under this Agreement must be brought in the Tribal Court of the Squaxin Island Indian Tribe. Both as to interpretation and performance, this Agreement shall be governed by the tribal law of the Squaxin Island Indian Tribe; in the absence of applicable tribal law, federal law; and in the absence of applicable federal law, state law.

13. **SEVERABILITY:** If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement.

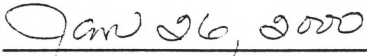
The parties hereto execute this Agreement:

VENDOR -
South Sound Mental Health Services
Street Address: 6340 Capitol Blvd SE
Tumwater, WA
Mailing Address: PO Box 677
Olympia, WA 98501
Fax 360-754-9793
Telephone 360-754-7576

Employer ID 91-1081451




Marcee Stiltner, Executive Director

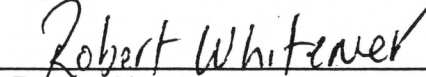


Date

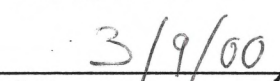
SQUAXIN ISLAND INDIAN TRIBE



Signature of Executive Director



Printed Name

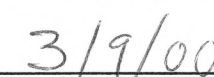


Date



Signature of Contract Representative

Printed Name



Date