

# SQUAXIN ISLAND TRIBE

## RESOLUTION NO. 00-22 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 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 and the 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 Tribe desires to obtain satisfactory "Sanitation Facilities for New and Renovated Homes for Participants from the Olympia District" of the Indian Health Service under Project PO-00-A08A, **and**,

**WHEREAS**, the attached Memorandum of Agreement shall be signed by the Council Chairman of the Squaxin Island Tribe and the Director of Indian Health Service; **and**,

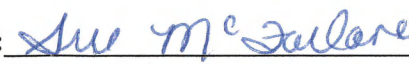
**NOW THEREFORE BE IT RESOLVED**, that the **Squaxin Island Tribal Council** does hereby authorize and approve the Memorandum of Agreement for Project PO-00-A08A; **and**,

**NOW THEREFORE BE IT FINALLY RESOLVED**, that the Squaxin Island Tribal Council does hereby authorize the Tribal Chairman to be the Tribe's signatory on this particular project, and that these authorities shall be for the duration of this project.

### 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 9<sup>th</sup> day of March, 2000, at which a quorum was present and was passed by a vote of 5 for, and 0 against with 0 abstentions.

  
David Lopeman, Chairman

Attested by:   
Sue McFarlane, Secretary

  
Calvin Peters, Vice-Chairman

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE INDIAN HEALTH SERVICE  
AND THE  
SQUAXIN ISLAND TRIBE  
OF THE  
SQUAXIN ISLAND INDIAN RESERVATION  
WASHINGTON

PUBLIC LAW 86-121  
PROJECT PO-00-A08A

This Agreement is made between the Indian Health Service, hereinafter called IHS, acting through the Director, Portland Area Indian Health Service, Department of Health and Human Services, under and pursuant to the provisions of Public Law 86-121 (73 Stat. 267), and the Squaxin Island Tribe of the Squaxin Island Indian Reservation, hereinafter referred to as the Tribe, acting through the Chairperson of the Squaxin Island Tribal Council.

WHEREAS, the Tribe desires to obtain satisfactory water supply and waste disposal (sanitation) facilities for the Indians of the Squaxin Island Indian Reservation; and,

WHEREAS, the Tribe has requested assistance of IHS under Public Law 86-121 in the construction of sanitation facilities for Indians on the Squaxin Island Indian Reservation; and,

WHEREAS, some homes have qualified for sanitation facilities or are expected to qualify this calendar year; and,

WHEREAS, IHS desires to assist in the provision of sanitation facilities for Indians on the Squaxin Island Indian Reservation,

NOW THEREFORE, in order to carry out the project as set forth in the attached Project Summary, dated January 2000, entitled "Sanitation Facilities for New, Like-New, and Renovated Homes for Participants from Indian Tribes in the Olympic District, Public Law 86-121, Project PO-00-A08", the parties mutually agree:

PARTICIPANTS, FACILITIES AND METHOD OF CONSTRUCTION

1. That no specific number of services is predetermined for any Tribe under this project. The actual homes to be served and the facilities to be constructed shall be determined by IHS from the lists submitted by all participating Tribes in the area served under this project. All homes must meet the qualification and feasibility criteria established by IHS. IHS' determination to provide facilities shall be based primarily on the date on which these criteria are met and the home is occupied. Technical, administrative, and contractual considerations may also affect IHS' determinations.



2. That the names of participants, the sanitation facilities to be provided, and the method of constructing facilities shall be specified in an Engineering Report prepared by IHS.

3. (NOT APPLICABLE TO THIS MEMORANDUM OF AGREEMENT)

#### TRIBAL CONTRIBUTIONS

4. That the Tribe shall provide a representative to coordinate tribal participation under this Agreement.

5. That the Tribe shall assure that sewer lines are extended to a point five feet outside the homes approved for service; shall assure that power and adequate electrical facilities are available at each home; and shall assure that the homes are properly winterized, including skirting for mobile homes, to protect facilities from freezing.

6. (NOT APPLICABLE TO THIS MEMORANDUM OF AGREEMENT)

7. (NOT APPLICABLE TO THIS MEMORANDUM OF AGREEMENT)

8. (NOT APPLICABLE TO THIS MEMORANDUM OF AGREEMENT)

9. (NOT APPLICABLE TO THIS MEMORANDUM OF AGREEMENT)

#### PERMISSION TO ENTER TRIBAL LANDS AND RIGHTS-OF-WAY

10. That the Tribe hereby grants permission for IHS and its representatives to enter upon or cross Tribal lands on the Squaxin Island Indian Reservation to carry out the project outlined in the attached Project Summary and subsequent Engineering Report(s), and provided for in this Agreement, and further agrees to waive all claims which may arise by reason of such entry, except those claims that qualify under the Federal Tort Claims Act.

11. That the Tribe shall provide, at no cost to IHS, all required lands, easements, and rights-of-way necessary for the construction of sanitation facilities as described in the attached Project Summary and the Engineering Report(s).

#### CONSTRUCTION COSTS

12. (NOT APPLICABLE TO THIS MEMORANDUM OF AGREEMENT)

13. (NOT APPLICABLE TO THIS MEMORANDUM OF AGREEMENT)

## INDIAN HEALTH SERVICE CONTRIBUTIONS

14. (NOT APPLICABLE TO THIS MEMORANDUM OF AGREEMENT)

15. That, for all facilities constructed by IHS, IHS shall provide, without charge to the Tribe or participants, all materials, supplies, equipment, and labor required for the design and construction of sanitation facilities, as described in the Project Summary and Engineering Reports.

16. (NOT APPLICABLE TO THIS MEMORANDUM OF AGREEMENT)

17. That IHS shall provide, without charge, instructions on the proper utilization, maintenance, operation, and protection of facilities provided.

18. That, for facilities it provides, IHS shall obtain to the extent feasible one-year warranties for the Tribe and participants from IHS contractors, suppliers, and manufacturers on equipment, work and supplies provided by them. IHS shall assist the Tribe in obtaining the benefits and protection of all warranties on equipment and work provided under this Agreement. In the event of a problem occurring within the first year of installation with the design or construction of facilities not protected by the warranties of the suppliers or manufacturers, IHS will correct the problem, subject to the availability of funds and staff resources, as determined by IHS.

## FINAL INSPECTION

19. That the individual Tribal participant, the Tribal Representative, and the Project Engineer shall conduct a joint final inspection at each project participant's home of all facilities installed to determine that construction has been completed in accordance with plans and specifications.

## TRANSFER OF FACILITIES

20. (NOT APPLICABLE TO THIS MEMORANDUM OF AGREEMENT)

21. (NOT APPLICABLE TO THIS MEMORANDUM OF AGREEMENT)

22. That IHS shall transfer to the head of each household without charge, by letter to the Tribe from the Area Director, the facilities constructed by IHS under this Agreement, and that the head of each household shall be responsible thereafter for the maintenance and repair of such individual facilities as his/her own property to keep them in effective, operating condition.



23. That prior to the transmittal of the letter of transfer of facilities constructed by IHS the Tribe shall be notified via registered letter of completion of the project. The Tribe may object to transfer of the project by letter to the Area Director within thirty (30) days of the receipt of the completion notice. If no Tribal objection is received within this thirty (30) day period, the letter of transfer shall be transmitted by IHS.

24. That in the event of a valid Tribal objection, IHS shall investigate the reasons and attempt to resolve any differences. Upon resolution of the valid objection, IHS shall repeat the letter of notification of the objection period prior to issuing a letter of transfer.

25. That no objection shall be considered valid if it consists of issues or items of work not specifically included in the Project Summary, the Memorandum of Agreement, and the Engineering Report.

26. That in the event of an invalid objection, IHS shall notify the Tribe, by registered letter, why the objection is invalid, and shall allow an additional thirty (30) days for Tribal comment prior to issuing a letter of transfer.

#### PROJECT SCHEDULE

27. That in the interest of coordination, quality control, and efficiency, before construction of the project begins, a work plan for scheduling and conduct of the project will be prepared by the IHS Project Engineer and the designated Tribal Representative. The work plan will specify a time schedule for completing each major item of work.

#### CHANGES IN FACILITIES AND PARTICIPANTS

28. That the facilities to be provided by IHS may be altered by IHS to reflect changing conditions.

29. That the Tribe may alter the participant list specified in the Engineering Report, by written notification from its designated representative at any time prior to approval for construction at any affected home, except that in no case shall the number of homes exceed the number specified in the Engineering Report(s).

30. That additional participants may be served if sufficient funds are available, and if participants meet qualification and feasibility criteria, in accordance with Paragraph 1 above. If additional participants are to be served, an Engineering Report specifying the participants and facilities shall be prepared by IHS.

31. That IHS reserves the right to delete from the project any home for which qualification requirements have not been met by December 31, 2002, and to withdraw any or all funds intended to serve the home.

DURATION OF AGREEMENT

32. That the duration of this Agreement is 12 months from the date of execution of this Agreement. IHS reserves the right to end its participation in the project at any time after the end of this term. Should this Agreement be ended prior to completion, then all facilities partially or fully constructed at that time shall become the property of the person or entity to whom they would have been transferred had the Agreement been fulfilled. IHS shall provide the Tribe written notification that it has ended its participation in the project.

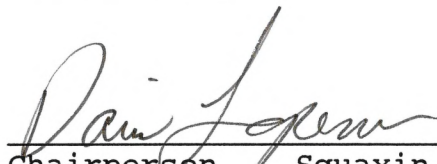
CONCURRENCE WITH PROJECT SUMMARY

33. That the Tribe has received and concurs with the Project Summary for Project PO-00-A08, upon which this Agreement is based.

IN WITNESS TO THE TERMS OF THIS AGREEMENT, the parties have subscribed their names.

FOR THE SQUAXIN ISLAND TRIBE:

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chairperson, Squaxin Island Tribal Council, having been duly authorized to enter into this Agreement on behalf of the Squaxin Island Tribe, as evidenced by the attached resolution made by the Council.

FOR THE INDIAN HEALTH SERVICE:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, Portland Area Indian Health Service, Department of Health and Human Services.



PROJECT SUMMARY  
 FOR  
 SANITATION FACILITIES FOR NEW, LIKE-NEW, AND RENOVATED HOMES  
 FOR PARTICIPANTS FROM INDIAN TRIBES  
 IN THE OLYMPIC DISTRICT  
 PORTLAND AREA  
 PUBLIC LAW 86-121  
 PROJECT PO-00-A08

JANUARY 2000

SYNOPSIS

This Project Summary recommends combining the requests for individual sanitation facilities from 11 Indian Tribes in the Olympic District into one project. It is estimated that this project will serve 27 homes with water and sewage facilities. The homes to be served by this project are being purchased, constructed, or renovated by individual Tribal members. Financing for the homes is through the Bureau of Indian Affairs' Home Improvement Program (BIA-HIP), Tribal housing programs, or private financing. The total cost of this project is estimated to be \$300,000.

INTRODUCTION

There have been four previous scattered IHS projects serving homes in the Olympic District. Previous scattered site projects serving new or renovated homes in the Olympic District are listed in Table I below.

Requests for individual services are submitted to IHS on a frequent but intermittent basis throughout the year. The funding need for Project PO-00-A08 is based upon both known and anticipated individual service needs based on past experience. The mix of individual services required is only an estimate based upon the past mix of needs. Past experience has shown that participant lists are subject to constant flux as land ownership and financial situations change, as real estate deals are consummated or fail, or as homeowners make arrangements for service by parties other than IHS. Consequently, no firm name list is included in this Project Summary. Similarly, the mix of home financing type is also only an estimate. That is, the exact number of BIA/HIP homes, new homes, and renovated homes to be served under this project is not definite. Nonetheless, it is estimated that the number of each type of housing as listed in Table II will be served under this project based on past experience and information provided by the Tribes.

TABLE I  
 PAST OLYMPIC DISTRICT  
SCATTERED SITE PROJECTS

<u>Project No.</u>	<u>No. of Homes Served</u>
PO-94-856	34
PO-95-881	18
PO-97-890	11
PO-98-958	9

TABLE II  
ANTICIPATED NUMBER OF HOUSING UNITS BY TYPE

<u>Type of Housing</u>	<u>Estimated Number</u>
BIA/HIP	12
New	9
Renovated	<u>6</u>
Total	27

## GENERAL RESERVATION INFORMATION

The Olympic District serves eleven (11) Indian Tribes in the Neah Bay, Taholah and Puget Sound Service Units.

All reservations are located on or near bodies of water. The typical reservation lands are heavily timbered. Forest and water resources provide jobs, Tribal income, and recreation. Seasonal work in fishing, forestry and agriculture is the common; however, other jobs are available where there are larger communities located near the reservations.

Each reservation is served by its own governing body of elected members. The types of political structures vary, but generally fit the pattern of three to five executive officers and a group of councilmen. The Tribe is responsible for all matters affecting the membership of the reservation.

The climate is typically mild with temperatures averaging in the 30°'s in the winter and 60°'s in the summer. Rainfall is more prevalent than snow and averages about 35 to 90 inches annually. Cloudy and foggy days are common.

TABLE III  
TRIBES IN OLYMPIC DISTRICT

Hoh	Port Gamble	Shoalwater	Jamestown
Port Madison	Skokomish	Lower Elwha	Quileute
Squaxin Island	Makah	Quinault	

## DISEASES OF ENVIRONMENTAL SIGNIFICANCE

Since the homes to be built or renovated are scattered throughout many locations within the District, data on diseases of environmental significance would be difficult to apply. Nonetheless, facilities providing safe water supply and sewage disposal have been shown by IHS historically to improve significantly the health condition of families served by them.

## EXISTING SANITATION FACILITIES

For renovated homes, existing facilities are quite varied. Water supplies range from individual wells to extensive distribution, pumping, treatment, and storage systems. Waste disposal ranges from individual septic tank and drainfield systems to sewage treatment plants. Sites being developed for new homes will have no water or sewage facilities.

## PROPOSED SANITATION FACILITIES

It is estimated that 27 homes will be served with sanitation facilities under this Project. This is expected to meet the demand for service to individual sites identified in the Olympic District over the next 12 to 18 months. New homes on undeveloped land will require complete water and waste disposal facilities. Sanitation facilities serving renovated homes may require minor improvements or complete replacement depending on conditions.

Homes served with sanitation facilities under this project will be prioritized in accordance with the IHS Housing priority system. All homes must qualify for sanitation facilities as set forth in the Portland Area IHS Scattered Site guidelines.

To qualify for service, a home must be a BIA/HIP house, be new to the site, or be renovated by the addition of a new bathroom or bedroom. Mobile homes may also be served if they are placed on a permanent foundation. All homes to be served must be in "standard" condition upon completion of construction or renovation.



Table IV provides a listing of facilities likely to be installed under this project. This Table is an estimate based on past experience and is subject to revision to meet actual need.

For each Tribe that has known or expected participants under this project, a Memorandum of Agreement (MOA) will be executed.

It may be necessary to construct short extensions of water or sewer mains to serve one or more houses adequately. In such cases, an Amendment to the accompanying Memorandum of Agreement will spell out the responsibilities of each party. Typically, the main extensions will be transferred to the Tribe upon completion of the project.

TABLE IV  
RECOMMENDED FACILITIES

Group I (BIA/HIP)

No. of Participants	Ind. Well	Press. System	Comm. Water	Comm. Sewer	Septic System	Mound* System	Lift Sta.** Individ.	APC Coding
1	1	1	0	0	1	0	1	H5-AAZ
2	2	2	0	0	0	0	0	H5-AZZ
2	0	0	0	0	2	0	0	H5-ZAZ
3	3	3	0	0	2	1	1	H2-AAZ
1	0	0	1	0	1	0	0	H2-BAZ
3	0	0	2	2	0	0	0	H2-BBZ
<b>Total 12</b>	<b>6</b>	<b>6</b>	<b>3</b>	<b>2</b>	<b>6</b>	<b>1</b>	<b>2</b>	

Group II (New)

No. of Participants	Ind. Well	Press. System	Comm. Water	Comm. Sewer	Septic System	Mound* System	Lift Sta.** Individ.	APC Coding
1	0	0	0	0	1	0	1	H5-AZZ
2	2	2	0	0	2	0	1	H2-AAZ
1	0	0	1	0	1	0	0	H2-BAZ
3	0	0	3	3	0	0	0	H2-BBZ
2	0	0	0	0	2	1	2	H2-ZAZ
<b>Total 9</b>	<b>2</b>	<b>2</b>	<b>4</b>	<b>3</b>	<b>6</b>	<b>1</b>	<b>4</b>	

Group III (Renovated)

No. of Participants	Ind. Well	Press. System	Comm. Water	Comm. Sewer	Septic System	Mound* System	Lift Sta.** Individ.	APC Coding
2	2	2	0	0	2	0	1	H5-AAZ
1	0	0	0	0	1	0	0	H5-ZAZ
2	0	0	2	0	2	0	2	H2-BAZ
1	0	0	1	1	0	0	0	H2-BBZ
<b>Total 6</b>	<b>2</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>5</b>	<b>0</b>	<b>3</b>	

\* Non-Conventional; includes septic tank, effluent lift station, and mound disposal system.

\*\* Used for individual pressure dosed drainfield.

FLOOD HAZARD EVALUATION

Flooding is not anticipated to be a problem at any of the locations covered in this Summary since a site will not be approved if it is located in a 100-year flood plain.

ENVIRONMENTAL CLEARANCE

IHS conducted an environmental review of proposed facilities under this project in accordance with NEPA and other environmental statutes. The review indicates that this project qualifies for IHS' categorical exclusion from full environmental assessment under NEPA and requires no further action under the other statutes, thereby clearing the project for approval.

## FLUORIDATION

Since most of the homes to be served will receive individual facilities, no fluoridation equipment is proposed. Homes connected to community systems will receive fluoridated water if the systems are fluoridated. No community fluoridation facilities are proposed under this project.

## IMPACT ON SANITATION DEFICIENCY SYSTEM

As new homes replace existing homes and as improved sanitation facilities improve the service to renovated homes, reported sanitation deficiencies will be reduced. However, the net effect is expected to be small.

## OPERATION AND MAINTENANCE

The majority of the facilities to be installed by this project will be individual facilities and, therefore, will be operated and maintained by the participant/homeowner. Each homeowner will be instructed in the operation and maintenance requirements of the facilities, and a homeowner's manual with operation and maintenance and troubleshooting instructions, as-builts, component literature, and well data will be provided where applicable. If any water or sewer mains are constructed, operation and maintenance of such community facilities will be the responsibility of the appropriate Tribe.

## PARTICIPATION

The cost of providing water and sewage facilities to serve the homes described in this Project Summary will be funded entirely by the Indian Health Service.

## COST ESTIMATE

The estimated cost of facilities to be provided under this project is \$300,000. The costs are summarized in Table V.

TABLE V  
COST ESTIMATE

<u>Description</u>	<u>Estimated</u> <u>Quantity</u>	<u>Unit</u>	<u>Cost</u>	<u>Total</u> <u>Cost</u>
<u>Group I</u>				
<u>A. Water</u>				
1. Individual well	6	EA	\$ 7,700.00	\$46,200.00
2. Pump & Pressure system	6	EA	2,500.00	\$15,000.00
3. Comm H2O Hook-up	3	EA	2,500.00	\$ 7,500.00
<u>B. Sewer</u>				
4. Indiv. Septic Tank & Drainfield	6	EA	\$ 3,750.00	\$22,500.00
5. Fill for Mound (HIP)	1	EA	4,000.00	\$ 4,000.00
6. Lift Sta. Indiv.	2	EA	2,500.00	\$ 5,000.00
7. Comm. Sewer Hook-up	2	EA	2,500.00	<u>\$ 5,000.00</u>
		Group I Total		\$105,200.00
<u>Group II</u>				
<u>A. Water</u>				
1. Individual well	2	EA	\$ 7,700.00	\$15,400.00
2. Pump & Pressure system	2	EA	2,500.00	\$ 5,000.00
3. Comm H2O Hook-up	3	EA	2,500.00	\$ 7,500.00



<u>B. Sewer</u>				
4. Individ. Septic Tank & Drainfield	7	EA	\$ 3,750.00	\$26,250.00
5. Fill for Mound (HIP)	1	EA	4,000.00	\$ 4,000.00
6. Lift Sta. Individ.	4	EA	2,500.00	\$10,000.00
7. Comm. Sewer Hook-up	3	EA	2,500.00	\$ 7,500.00
8. Water Main Extension	150	LF	28.00	\$ 4,200.00
9. Sewer Main Extension	150	LF	28.00	\$ 4,200.00
10. Manhole	1	EA	3,000.00	<u>\$ 3,000.00</u>
Group II Total				\$87,050.00

Group III


<u>A. Water</u>				
1. Individual well	2	EA	\$ 7,700.00	\$15,400.00
2. Pump & Pressure system	2	EA	2,500.00	\$ 5,000.00
3. Comm H2O Hook-up	3	EA	2,500.00	\$ 5,000.00
<u>B. Sewer</u>				
4. Individ. Septic Tank & Drainfield	5	EA	\$ 3,750.00	\$18,750.00
5. Fill for Mound (HIP)	0	EA	4,000.00	\$ 0.00
6. Lift Sta. Individ.	3	EA	2,500.00	\$ 7,500.00
7. Comm. Sewer Hook-up	1	EA	2,500.00	<u>\$ 2,500.00</u>
Group III Total				\$56,650.00

C. Construction Summary

Group I, II, and III Total	\$248,900.00
Contingency 5%	<u>\$12,445.00</u>
Subtotal	\$261,345.00
Project Technical Support 15%	<u>\$39,201.75</u>
Total Construction	\$300,546.75
Rounded to Nearest \$1000	\$300,000.00

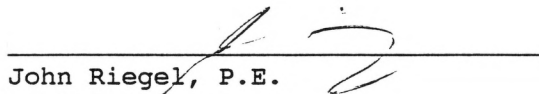
Cost per home = \$300,000.00/27 homes = \$11,111.11 per house

Prepared by:

  
Robert S. Messer  
Project Manager  
Olympic District OEH&E

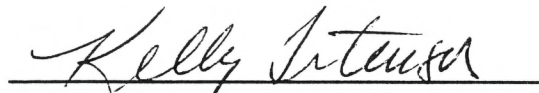
February 4, 2000  
Date

Recommended by:

  
John Riegel, P.E.  
District Engineer  
Olympic District OEH&E

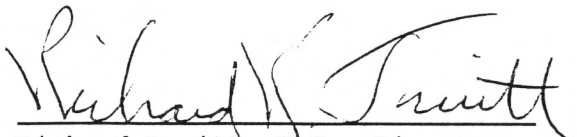
February 4, 2000  
Date

Approved by:

  
Kelly Titensor, P.E., Director  
Division of Sanitation Facilities Construction  
Portland Area Indian Health Service

2-7-00  
Date

Concurred by:

  
Richard Truitt, P.E., Director  
Office of Environmental Health & Engineering  
Portland Area Indian Health Service

2/11/00  
Date





# INDIAN NATION INTERGOVERNMENTAL WORK ORDER

INTERGOVERNMENTAL  
WORK ORDER NUMBER  
**966200189**

This Indian Nation Intergovernmental Work Order and incorporated attachment(s) are valid only when the Contractor and the Department of Social and Health Services (DSHS) have executed an Indian Nation Basic Intergovernmental Agreement. The Indian Nation Basic Intergovernmental Agreement, Indian Nation Intergovernmental Work Order, and all attachment(s) contain the terms and conditions agreed to by the parties.

1. I certify that an Indian Nation Basic Intergovernmental Agreement, number **966200189**, was signed by DSHS.

DSHS PROGRAM SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

2. INTERGOVERNMENTAL WORK ORDER ORIGINATOR'S NAME	PROGRAM	TELEPHONE NUMBER	MAIL STOP
Yvonne Misaszek	Mental Health Division	(360) 902-0820	45320

3. CONTRACTOR NAME  
Squaxin Island Tribe  
The Honorable Dave Lopeman, Chairman

4. CONTRACTOR ADDRESS	CITY	STATE	ZIP
Squaxin Island Tribal Council SE 70 Squaxin Lane	Shelton	WA	98584

5. FEDERAL EMPLOYER ID NUMBER	6. IS CONTRACTOR SUBRECIPIENT?	7. MAXIMUM CONSIDERATION Encounter Rate
966200189      TRIBE: 91-0922254	<input type="checkbox"/> YES <input type="checkbox"/> NO	\$172 per day/

8. WORK ORDER PERIOD: FROM Date of Execution TO June 30, 1999	9. NUMBER OF INCORPORATED PAGES ATTACHED
	12

10. STATEMENT OF WORK: Enter statement of work in the space provided or on attached sheet.

Please refer to attachment.

11. By their signatures below, the parties agree to this Indian Nation Intergovernmental Work Order.

CONTRACTOR SIGNATURE	DATE	PRINT NAME AND TITLE HERE	TELEPHONE NUMBER (INCLUDE AREA CODE)
		Squaxin Island Tribe The Honorable Dave Lopeman Chairman	(360) 426-9781
OCAM SIGNATURE	DATE	PRINT NAME AND TITLE HERE	TELEPHONE NUMBER (INCLUDE AREA CODE)
		Marla Cotey, Contracts Consultant Central Contract Services	(360) 956-2044

Approved as to form by the Office of the Attorney General.

## **1.0 PURPOSE**

The purpose of this Work Order is to authorize payment to the Contractor for mental health services provided to American Indian/Alaska Native clients eligible for Medicaid, served by the Tribal Mental Health Program (TMHP). This document meets the requirements of 42 CFR 431.107 - Required Provider Agreement.

Under section 4701 (A) (B) (C) of the Balanced Budget Act,

“A state may not require under paragraph (1) the enrollment in a managed care entity of an individual who is an Indian (as defined in section 4(C) of the Indian Health Care Improvement Act of 1976 (25 U.S.C. 1603(c))”.

Therefore, American Indian/Alaska Natives eligible for Medicaid may choose to be exempt from the state Medicaid prepaid health plan (PHP) for mental health coverage and receive services from Indian Health Service (I.H.S.) or Tribal Mental Health Programs (TMHP).

Exemption is from the Medicaid managed care prepaid health plan (PHP) for community outpatient and inpatient mental health coverage. State Funded programs such as, Crisis Response, Involuntary Treatment Processing, and Disaster Relief remain with the RSN system.

## **2.0 Tribal Mental Health Program Provider Agreement**

2.1 A provider may bill the Department of Social & Health Services (DSHS) for services rendered to eligible Medicaid recipients, as identified by a DSHS medical coupon. Reimbursement for covered services will be made according to the Indian Health Centers or Federally Qualified Health Center (FQHC) Billing Instructions. This must be accepted as sole and complete remuneration for services covered under this agreement by the program. The Contractor may bill the recipient at the usual and customary charge for deductibles or services not covered by the program.

2.2 In the event that the Contractor receives payments from the DSHS in error or in excess of the amount properly due under the applicable rules and procedures, the Contractor will promptly refund to the DSHS, any excess money so received. In the event that additional funds are due the Contractor, adjustment will be made upon discovery by the DSHS or upon receipt of a written request from the Contractor.

2.3 The Contractor will be held to all the terms of this Agreement even though a third party may be involved in billing claims to the DSHS. It is a breach of this Agreement to discount recipient accounts (factor) to a third party biller or to pay a third party biller a percentage of the amount collected. If the Contractor elects to bill the DSHS by a tape-



to-tape claims processing method or through a third party biller, a copy of the power-of-attorney to the billing agent must be submitted, binding the biller to the applicable terms of this Agreement. Contractors electing to use tape-to-tape submissions must sign an additional agreement. (See appropriate billing instructions.)

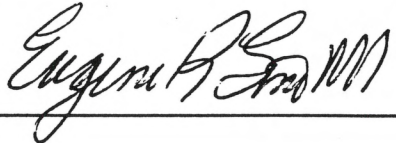
2.4 The Contractor shall complete the form below and notify the DSHS within thirty (30) calendar days of any status changes to information contained therein. A change in ownership cancels this Agreement and a new Agreement and Contractor number must be requested.

**2.5 TO BE COMPLETED BY ALL TRIBAL MENTAL HEALTH PROGRAM PROVIDERS**

<u>NAME OF TRIBE</u> Squaxin Island Indian Tribe		
BUSINESS NAME (AS YOU WISH YOUR ACCOUNT SET UP BY THE DSHS) Squaxin Clinic MH Services		EFFECTIVE DATE New Applicatn
		BUSINESS PHONE 360-4279006
PHYSICAL BUSINESS ADDRESS S.E. 90 Klah Che Min Drive Shelton, WA 98584		MAILING ADDRESS Same
TYPE OF PRACTICE Outpatient Services Mental Health Program	SPECIALTY	IRS NO./EIN 91-0922254
MEDICARE PROVIDER NO. Pending	MEDICARE CERTIFICATION NO. (IF APPLICABLE) Pending	N/A



**2.6 TO BE COMPLETED BY A PHYSICIAN, OR PSYCHIATRIST PRACTICING UNDER THE ABOVE NAME.**

NAME Dr. Eugene Sine M.D.		PROFESSIONAL LICENSE NO. 025209 MD00019249	MEDICAID PROVIDER NO. 7047772
TYPE OF PRACTICE Primary Care	SPECIALITY Surgery <i>FAMILY PRACTICE</i>	SUBSPECIALITY N/A <i>ACUPUNCTURIST</i>	MEDICARE PROVIDER NO. A 07014 001001087
SOCIAL SECURITY NO. 531-44-2419	DEA (NARCOTIC NO.) <i>AS9411757</i>	SIGNATURE 	

**SCOPE OF WORK**

**3.0 OUTPATIENT MENTAL HEALTH SERVICES**

The Contractor agrees:

- 3.1 to provide outpatient mental health services for American Indian/Alaska Natives who choose to be exempt from the Local Medicaid PHP and bill the state directly for outpatient services provided to American Indian/Alaska Natives eligible for Medicaid.
- 3.2 to take responsibility for securing staff or subcontracts necessary to implement the scope of outpatient mental health coverage defined by the Title XIX Services Modalities listed below as required by your service recipients.
- 3.3 that subcontract payments are arranged by the Tribe and the Tribe bills DSHS for direct payment to the Tribe for those outpatient services as allowed under the Dec. 19, 1996 Memorandum of Agreement Between the Indian Health Service and the Health Care Financing Administration by the following language:

The purpose of this memorandum of agreement (MOA) is to establish the roles and responsibilities of the Health Care Financing Administration (HCFA) and the Indian Health Service (IHS) in implementing a change in payment policy for Medicaid services provided on or after July 11, 1996, to American Indians and Alaska Natives (AI/AN)

individuals through health care facilities owned and operated by AI/AN tribes and tribal organizations with funding authorized by Title I or III of the Indian Self-Determination and Education Assistance Act (Public Law 93-638, as amended) hereafter "638."

### **3.4 STATE PLAN TITLE XIX SERVICE MODALITIES DEFINITIONS FOR OUTPATIENT MENTAL HEALTH SERVICES**

#### **GENERAL PROVISIONS:**

Note: The location of these services may occur either in-facility or out-of-facility, (except for stabilization services, which are delivered only out-of-facility).

#### **3.4.1 Stabilization Services:**

"Stabilization Services" mean services provided to persons who are experiencing a mental health emergency or crisis. This service is to be provided in the person's own home or another home-like setting. Stabilization services shall include short term (less than two weeks per episode) face-to-face assistance with self care, meals, and medication monitoring. Stabilization services may be provided prior to an intake evaluation.

#### **3.4.2 Intake Evaluation:**

"Intake Evaluation" means an evaluation initiated prior to the provision of any other services, except crisis services and stabilization services. The intake evaluation must establish the medical necessity for treatment and be completed within thirty days.

#### **3.4.3 Special Population Evaluation:**

"Special Population Evaluation" means an evaluation by a specialist as defined by the WAC, which considers age and cultural variables specific to the individual being evaluated, and their culturally and age competent evaluation methods. This evaluation shall provide information relevant to a consumer's continuation in appropriate treatment and assist in treatment planning. Consultation from a non-staff specialist may also be obtained, if needed, subsequent to this evaluation and shall be considered an integral, billable component of this service.

#### **3.4.4 Interdisciplinary Evaluation for Nursing Home Resident:**

"Interdisciplinary Evaluation for Nursing Home Resident" means a comprehensive intake/evaluation for an eligible Title XIX nursing home resident requiring mental health treatment. The evaluation must be ordered by the attending physician and conducted by a mental health professional in collaboration with nursing home staff; a minority specialist when appropriate; the attending physician (optional); and a psychiatrist, if available. When evaluating consumers over the age of 60, the mental health professional shall be a geriatric



mental health specialist or be under the supervision of a geriatric mental health specialist. A face-to-face contact/interview with the nursing home resident, relevant collateral contacts (including nursing home staff), and a review of the nursing home chart are required. A listing of professionals who participated in the evaluation and a joint recommendation for meeting the needs of the individual must be recorded in the consumer's health record in the nursing home and in the CMHC consumer record. This service shall last a minimum of one hour. The service shall also meet the criteria of an intake/evaluation as defined in the WAC and be initiated prior to any other services except crisis services or stabilization services. This evaluation shall be completed within thirty (30) days.

**3.4.5. *Psychological Assessment:***

"Psychological Assessment" means all psychometric services provided for evaluating, diagnostic, or therapeutic purposes by or under the supervision of a licensed psychologist. Psychological assessments shall: be culturally relevant; provide information relevant to a consumer's continuation in appropriate treatment; and assist in treatment planning within a licensed mental health agency.

**3.4.6. *Medication Management:***

"Medication Management" means the prescribing and/or administering and reviewing of medications and their side effects. This service shall be rendered face-to-face by a person licensed to perform such services. This service may be provided in consultation with collateral, primary therapists, and/or case managers, but includes only minimal psychotherapy.

**3.4.7. *Individual Treatment Services:***

"Individual Treatment Services" mean a set of face-to-face treatment activities designed to help the consumer attain goals as prescribed in the consumer's individual treatment plan. These services shall be congruent with the age and cultural framework of the individual and may be conducted with the consumer, his or her family, or others who play a necessary role in assisting the consumer to maintain stability in living, work or educational environments. These services may include, but are not limited to: developing the consumer's independent self care skills; monitoring and supervising of the consumer's functioning; health services; counseling and psychotherapy. This service does not include consultation with other mental health staff from the same agency.



#### 3.4.8. *Group Treatment Services:*

"Group Treatment Services" means a set of face-to-face activities, provided by one or more staff to two or more consumers which are designed to help the consumer attain goals as prescribed in the consumer(s) individual treatment plan. These activities shall be consistent with the age and cultural framework of the individual and may be conducted with groups of consumers, families, or others who play a necessary role in assisting the consumer(s) to maintain stability in living, work or educational environments. These services may include, but are not limited to: developing the consumer's independent self care skills; monitoring and supervising the consumer's functioning; health services; counseling and psychotherapy. This service does not include consultation with other mental health staff from the same agency.

#### 3.4.9. *Adult Day Treatment:*

"Adult Day Treatment" means a program intended to provide a range and mix of planned and structured services to mentally ill persons 18 years of age and older. These services are designed to:

- (a) maintain consumers in an environment less restrictive than an inpatient setting through structuring of day and leisure time;
- (b) develop and maintain necessary community living and self care skills, such as: education in health and nutritional issues, personal maintenance, money management, and maintaining the living environment; developing basic language skills necessary to enable the consumer to function independently; training in appropriate use of community services; prevocational services and treatment approaches congruent with the age and cultural framework of the individual.

#### 3.4.10. *Adult Acute Diversion Services:*

"Adult Acute Diversion Services" means a separate and distinct program for non-enrolled as well as enrolled individuals which is a less restrictive alternative to inpatient hospitalization, or is a transitional program after discharge from inpatient services. This service is designed for persons with serious mental disorders who require coordinated, intensive, comprehensive, and multidisciplinary treatment. The minimum staff to patient ratio for this service is 1:4. This service includes a mix of individual, group services and crisis services. This service may be provided up to six (6) hours per day for up to thirty (30) days per consumer per year. Extensions must be authorized by the Mental Health Division. Only intake evaluation, medication management, psychological assessment, and special population evaluation modalities may be billed separately from this modality on the same day.

#### 3.4.11. *Children and Adolescent Day Treatment:*

"Child and Adolescent Day Treatment" means a program intended to provide a range and mix of planned and structured services to disturbed persons under the age of 18, unless a written authorization for exception is granted by the mental health division. These services are designed to:

- (a) maintain consumers in their community, in an environment less restrictive than an inpatient or residential setting through structuring of day and leisure time;
- (b) develop age appropriate daily living, educational and social skills to maximize the growth and developmental potential of each consumer;
- (c) serve as an alternative to more restrictive long-term inpatient or residential care.

#### 3.4.12. *Child and Adolescent Acute Diversion Services:*

"Acute Diversion Services for Children and Adolescents" means a program of intensive, short term, mental health services for non-enrolled as well as enrolled acutely mentally ill youth at immediate risk of receiving care in an inpatient unit. Services shall include an age appropriate mix of services which include social/recreational activities. Reimbursement identified for this modality shall include all services provided, with the exception of intake, medication management, special population evaluation, and psychological assessment. The minimum staff to consumer ratio shall be 1:3 (one clinical staff member for every three consumers).

This program of services is designed to:

- (a) stabilize the crisis situation and maintain the consumer in the most normative, least restrictive environment possible;
- (b) provide an immediate assessment of treatment needs and develop an individualized treatment and discharge plan;
- (c) begin rebuilding developmental deficits, responding to the youth's social, emotional, and educational needs;
- (d) develop and implement an after care plan.

#### 3.4.13. *FAMILY THERAPY*



Family therapy shall mean treatment provided to family members or other relevant person for the benefit of an eligible child or adolescent consumer and conducted by one or more clinical staff.

#### **4.0 INPATIENT SERVICES.**

The Contractor agrees to:

4.1 Coordinate an integrated system of access to all inpatient services.

4.2 Approve or deny admission to or transfer between all inpatient services in accordance with applicable standards.

4.3 Actively participate in the inpatient plan of care development and implementation in accordance with applicable standards. Ensure that each service recipient's outpatient plan of care is integrated with the inpatient plan of care jointly developed with the inpatient facility. Ensure that an appropriate and timely discharge plan is jointly developed and implemented.

4.4 Provide appropriate and timely community mental health supports and services to service recipients upon discharge from inpatient services.

#### **5.0. Reporting client Medicaid Program Status**

The Contractor and the Mental Health Division (MHD) agree to work together to avoid payment in both state and Tribal Medicaid programs on behalf of one Medicaid recipient. Under 42 CFR 434.57, the MHD cannot make PHP premium payments on behalf of a Medicaid recipient while they are served by another provider outside the PHP contract.

5.1 The Contractor and the MHD agree to share necessary patient data to determine whether the patient is participating in the state Medicaid PHP programs or the Tribal Mental Health Program. Dual program payments on behalf of one recipient constitutes an overpayment and one program or the other may be liable. This data sharing to properly administer these Medicaid programs is allowed under Section 1902(a)(7) of the Social Security Act. The MHD agrees to share patient Medicaid program participation status with the Contractor's billing and records staff unless the Contractor directs the MHD to follow a Tribal policy in writing.

The MHD shall follow current policy for sharing data specific to determining patient Medicaid program participation status. Patient data will be mailed in double envelopes. The inner envelope will be marked "confidential for billing staff only." That envelope will be placed inside another envelope addressed to the Contractor's Mental Health Program.



The Contractor and the MHD agree to recognize the confidential nature of mental health patient identifying data and records. Both parties agree to adopt and implement policies that safeguard patient identifying information and records to the standards required by the laws and regulations of Tribal, Federal and State authorities.

### **5.2 Initial Reporting**

The Contractor agrees:

5.2.1 to provide the MHD a list of American Indian/Alaska Natives to be served by the TMHP who are choosing to be exempt from participation in the PHP. This list can be electronic or written. The information must include all of the data on the individual's Medicaid Identification Card and the following: Social Security Number, Date of Birth, County of Residence, Tribal Mental Health Program and the name of the *local* PHP that would have served the individual. If electronic reporting is not available, copy the Medicaid I.D. Card and provide the additional client information listed above.

5.2.2 to provide the data in 5.2.1 to the MHD within five (5) days after signing this agreement. There will be a 2 month period from the date the MHD receives the list of individuals for those individuals to re-enroll in the PHP if that is their choice.

### **5.3 Ongoing Reporting of individual Medicaid Program Status**

The MHD and Contractor agree to track the Medicaid program participation of American Indian/Alaska Native clients on an ongoing basis. The MHD is required to follow Federal regulations regarding clients disenrollment frequency. The MHD recognizes the Tribe's jurisdiction over their client disenrollment from a TMHP.

The Contractor agrees:

5.3.1 To report known TMHP clients choosing to leave that program and utilize the PHP provider by filling out an Enrollment Status Tracking Form. (See attached). The form is then transmitted to the MHD and the MHD will enroll the client in the appropriate PHP for the following month.

5.3.2 The MHD agrees to require PHP providers to notify the MHD if an American Indian/Alaska Native client enrolls in the PHP. The MHD agrees to Notify the Tribe. The MHD agrees to work with the Tribe to determine the enrollment status of the client. The MHD will notify the PHP of the result and make the appropriate adjustments to avoid dual payments.

5.4 The Contractor agrees to distribute pamphlets to be provided by MHD to both TMHP's and CMHC's that presents the choices available to American Indian/Alaska Native Clients according to Federal Law.

## **6.0. Meeting State Standards**

Confirmation that the Contractor's mental health program meets all applicable standards for state licensure according to 42 CFR 431.110 and Sec 1911 of the Social Security Act. (See attached copy of the Contractor's agreement with I.H.S. )

## **7.0 Payment Contract Process**

A Tribal Mental Health Program may begin billing when the Work Order is signed by Tribal and DSHS representatives authorized to represent each party. The MHD will notify provider relations at MAA to begin processing payments when the contract is in place.

## **8.0 Definitions:**

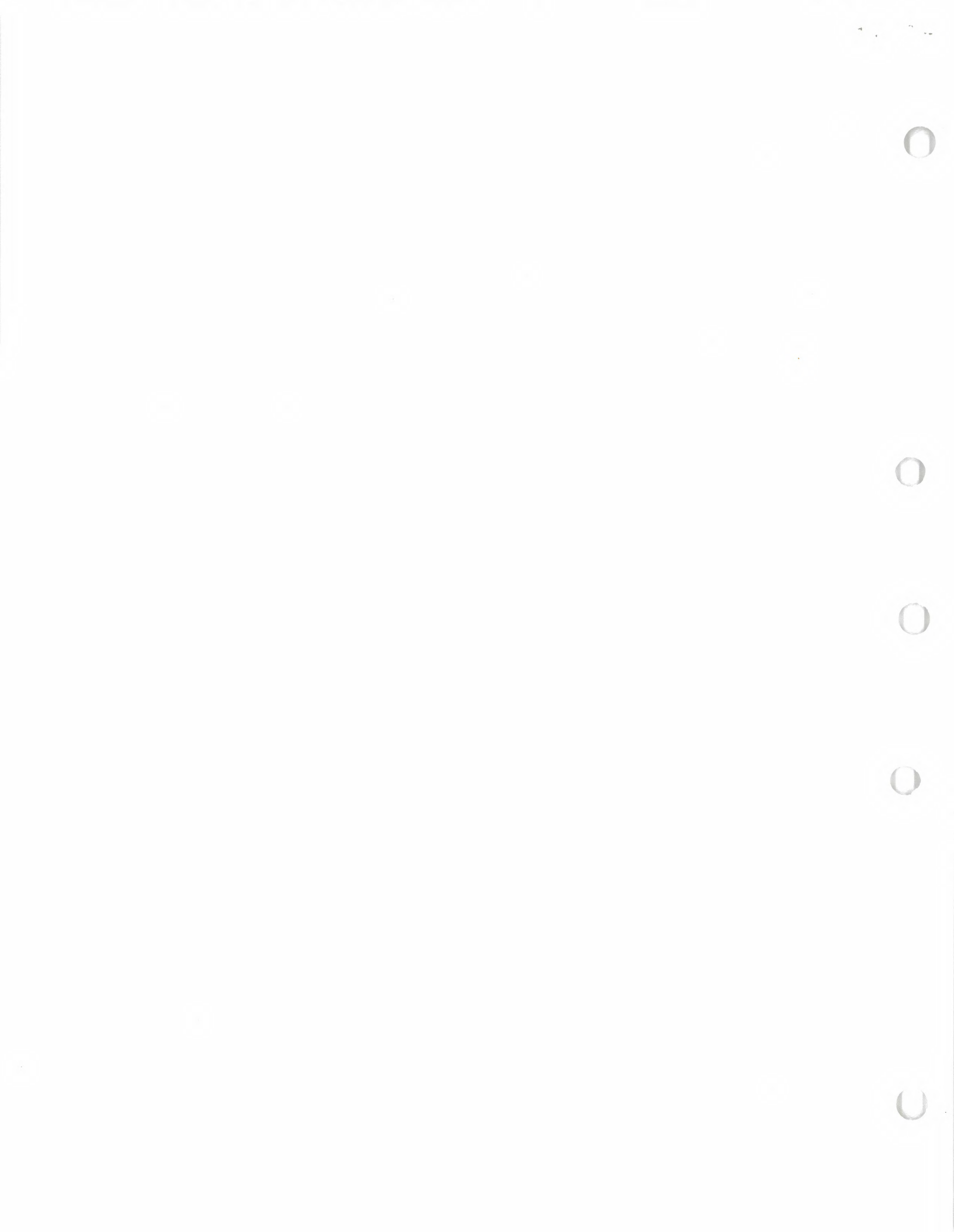
8.1 "Crisis Services" mean face-to-face evaluation and treatment of mental health emergencies and crises to non-enrolled, as well as enrolled, individuals experiencing a crisis as defined by the WAC. Crisis services shall be available on a 24-hour basis with the goal of stabilizing the person in crisis and providing immediate or short-term treatment and support in the least restrictive environment available. Crisis services may be provided prior to an intake evaluation.

*"Non-enrolled," means American Indians choosing to be exempt from mandatory assignment in the PHP. "Enrolled," means enrolled in the PHP. This service remains with the RSN system.*

8.2 Indian: American Indian / Alaska Native as defined by 25 USC 1603.

8.3 PHP means An entity that provides outpatient mental health rehabilitation and community psychiatric inpatient care (when certified to provide such care) to enrolled recipients, under agreement with the single state agency for Medicaid on the basis of prepaid capitation fees, but is not subject to requirements in section 1903(m)(2)(A) of the Social Security Act as amended.

8.4 Premium: The prepaid monthly capitation fee the MHD pays a Contractor for each enrolled recipient under an "Integrated Services Contract" for the provision of outpatient and inpatient mental health rehabilitation services under the Medicaid State Plan, whether or not the enrolled recipient receives the services during the "Contract Period."





8.5 Medicaid Recipient: An individual who is eligible for the Medicaid program, as shown on the medical identification card.

8.6 Regional Support Network (RSN): A county authority or group of county authorities recognized and certified by the secretary of DSHS that enter into joint operating agreements to contract with the secretary pursuant to this chapter (RCW 71.24.025(13)) to operate on a single managed system of services for persons with mental illness living in the service area covered by the county or groups of counties. The Regional Support Networks shall assume all duties assigned to county authorities by this chapter (71.24) and 71.05 RCW(RCW 71.24.300(2)).

8.7 Subcontract: Any written agreement between the Contractor and a subContractor, or between a subContractor and another subContractor to provide services or activities otherwise performed under this agreement.