



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 09-78
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, the Tribe is a federally-recognized Indian Tribe possessing reserved powers, including the powers of self-government; 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 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, by passing Resolution No. 03-18B (March 20, 2003) the Squaxin Island Tribal Council established the Tribal policy that the Tribe and all its entities have a drug free work environment; and

WHEREAS, consistent with the passing of Resolution No. 03-18B, the Tribe and its various entities have entered various contracts with outside agencies to provide for alcohol and drug testing; and

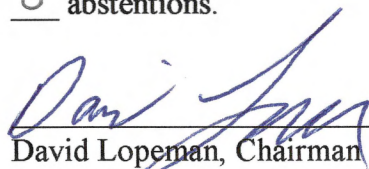
WHEREAS, the Squaxin Island Tribal Council has determined it would be in the best interests of the Tribe if it, and its entities, were to terminate contracts with any and all outside agencies for alcohol/drug testing, and that such services be exclusively provided for by the Northwest Indian Treatment Center, consistent with the terms of the attached contract.

NOW THEREFORE BE IT RESOLVED, that the attached Controlled Substance and/or Alcohol Testing Agreement between the Northwest Indian Treatment Center and the Squaxin Island Tribe is hereby approved, and the Squaxin Island Tribal Council hereby authorizes Chairman Dave Lopeman, or in his absence Vice Chairman Arnold Cooper, to execute such Agreement; and


NOW THEREFORE BE IT FINALLY RESOLVED, , that the Squaxin Island Tribal Council hereby authorizes Tribal Government and all Tribal entities, including but not limited to Island Enterprise's, Inc., and Little Creek Casino Resort, to terminate any existing contracts with outside entities proving alcohol/drug testing, and to the extent necessary, enter into a Controlled Substance and/or Testing Agreement with Northwest Indian Treatment Center, identical as the one attached.

CERTIFICATION

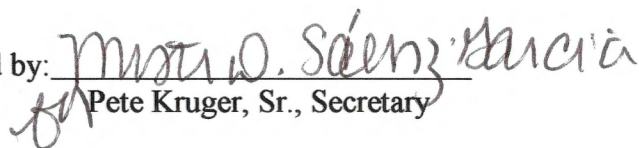
The Squaxin Island Tribal Council does hereby certify that the foregoing Resolution was adopted at the regular meeting of the Squaxin Island Tribal Council, held on this 13 day of August, 2009 at which time a quorum was present and was passed by a vote of 3 for and 0 against with 0 abstentions.



David Lopeman, Chairman

 FOR

Arnold Cooper, Vice Chairman

Attested by: 
Pete Kruger, Sr., Secretary

**CONTROLLED SUBSTANCE AND/OR ALCOHOL TESTING
AGREEMENT**

**Between
Northwest Indian Treatment Center
And
Squaxin Island Tribe**

Squaxin Island Tribe wishes to enter into an agreement with **Northwest Indian Treatment Center (NWITC)** to provide professional controlled substance and/or alcohol testing, record keeping, and reporting services. Such services shall be for the benefit of the Squaxin Island Tribe and all of its Tribal entities, including but not limited to Skookum Creek Tobacco Company, Little Creek Casino Resort, Squaxin Island Child Development Center, and Island Enterprises, Inc. The Tribe and all its entities shall be collectively be referred to as "SIT".

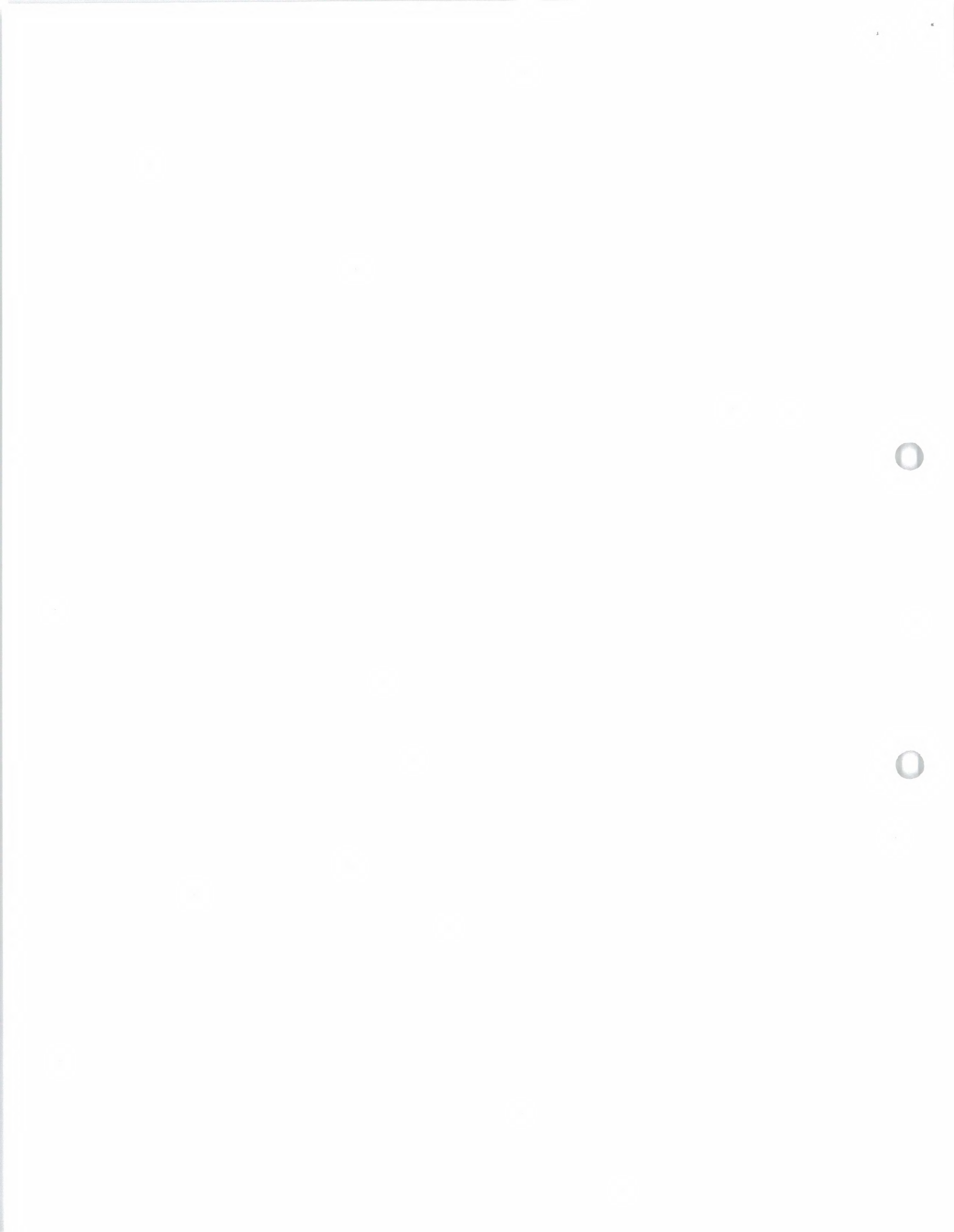
NWITC desires to provide professional controlled substance and alcohol testing, record keeping, and reporting services to **SIT** ; Now, therefore, **SIT and NWITC** do hereby agree as follows:

1. General Responsibilities:

1. **NWITC** shall provide **SIT** with controlled substance testing, recording keeping, and reporting services as described in this Agreement.
2. With regards to employee testing and record keeping, **SIT** shall comply with their current "Drug Free Workplace Policy", as found in the various SIT Employee Handbooks.

NWITC Representation and Warranties:

2. **NWITC** hereby represents and warrants to **SIT** as of the date of execution and during the term of this Agreement that:
 1. **NWITC's** employees and subcontractors providing services under this agreement will be properly trained to perform the services described herein.



2. All services provided by **NWITC** and its employees and subcontractors are in compliance with tribal, federal and the state of Washington laws.

3. Random Selection Services

1. **SIT** shall supply to **NWITC** a current list of employees that includes the name and social security number and shall inform **NWITC** of any changes in the list within seven (7) days of the effective date of the changes for the Heightened and General testing pools. Note: Names are not automatically added when a pre-employment controlled substance screen is performed.
2. At the time of acceptance of this Agreement, **SIT** agrees to indicate on Attachment A the method by which **NWITC** shall notify **SIT** whenever one or more employees employed by **SIT** are selected for random testing. **SIT** agrees to provide **NWITC** with the name, address, or fax number, and telephone number of each specific person, from each Tribal entity, designated to facilitate the drug screen process. Each of these individuals shall be referred to as a Designated Employee Representative (DER)
3. **SIT** may change its preferred notification method during the term of this Agreement by informing **NWITC** in writing of that change. **NWITC** agrees to implement that change within seven (7) days of the date it receives a written request from **SIT**.
4. **NWITC** shall conduct random controlled substance testing and/or random breath alcohol testing consistent with the terms and policies adopted by the Squaxin Island Tribal Council. **NWITC** shall notify **SIT** DER's of their need to facilitate an alcohol/drug screen by the method **SIT** has selected for notification. To the extent individuals need to be selected from the General testing pool, **NWITC** shall select such individuals at the rate required for the minimum percentages of employees tested.

5. **SIT and the DER's** agree to notify individual employees of their selection for testing promptly upon the receipt from NWITC of the list of selected employees.

4. CONTROLLED SUBSTANCE TESTING SERVICES:

1. **NWITC** shall provide controlled substance collection, analysis, and reporting services for **SIT** in compliance with its current Drug Free Work Policy. The substances that **NWITC** will test for are at a minimum: *Alcohol, THC/Creatinine Ratio, Creatinine, Opiates, Benzodiazepines, Barbiturates, Oxycodone, Methadone, PCP, Cocaine, THC, Propoxyphene and Amphetamines/Methamphetamines.*
- 2.
3. **NWITC** shall provide custody-and-control ("chain of custody") forms and specimen collection kits for the testing process. To the extent **SIT** staff shall be performing alcohol/drug testing for in situations other than random testing (e.g. for cause, post accident, etc.) **NWITC** will assist in the training of **SIT** employees to insure they are adequately trained for collections of urine and drugs screens
4. **NWITC** shall provide for the services of a certified Medical Review Officer (MRO), to provide medical review, advice interpretation of test results, on an as needed basis. **NWITC** shall be reimbursed by **SIT** for all costs relating to services provided by the MRO.
4. **NWITC** shall report test results directly to **SIT**. **SIT** agrees to provide **NWITC** with the name, address, or FAX number, and telephone number of a specific person or persons designated to receive the results of the testing services

5. TREATMENT OF POSITIVE TEST RESULTS AND FAILURE TO COMPLY:

1. **NWITC** shall forward any specimens taken to a United States Health and Human Services certified lab for evaluation..



2. All positive and negative test results will be kept for one year and then archived.
3. Follow-up and/or any disciplinary action taken as a result of a positive finding shall be the responsibility of **SIT**.
4. Refusal to take required test or an inconclusive test result shall be reported to the **DER** for **SIT**.

6. RECORD KEEPING AND REPORTING SERVICES:

1. **SIT** shall be responsible for providing documentation of names of individuals, and their shift for work or employment, for the pools that random controlled substance services are to be performed.
2. **NWITC** shall provide **SIT** with quarterly reports of testing performed pursuant to this agreement. The report shall include: the number of employees in each classification; the number of tests conducted to date; the number of positive tests and substances tests were positive for; the number of negative tests; the number of inconclusive test results; the number of those who refused to take a required test; and the number of specimens forwarded to the certified lab for evaluation. The report shall not include any information about the individual tested (i.e. who was tested, individual test results) but shall be limited to cumulative data.
3. Both parties agree to keep all materials, records, and reports relating to services provided under the terms of this Agreement confidential, in accordance with applicable state and federal laws and regulations.

7. SERVICES AND FEES:

1. Upon receipt of this Agreement, **NWITC** agrees to provide the following services during the twelve months following acceptance of this Agreement:

- a) Random selection of employees for mandatory testing, and notification to **SIT/DER** of employees selected for such testing;
 - b) Random controlled substance testing specimen collection at designated facilities (which include **SIT** facility and/or **NWITC**), laboratory analysis, and MRO analysis as needed.
2. **NWITC** shall bill **SIT** for services provided under the terms of this Agreement in an amount equal to **NWITC's** total costs of materials, laboratory fees, MRO expenses, and the time (labor costs) expended by **NWITC** personnel. **NWITC** agrees to bill **SIT** on a monthly basis for services that were provided during the preceding month. **SIT** agrees to pay **NWITC** upon receipt of each monthly billing statement. The parties agree the charges for services being provided by **NWITC** may be refined or amended upon mutual agreement of the parties.

8. INDEMNIFICATION/HOLD HARMLESS:

SIT agrees to indemnify and hold harmless **NWITC**, its officers, directors, agents, and employees, from and against any and all claims or any cost, expense, or liability arising there from (including reasonable attorney fees) and relating directly or indirectly to **SIT's** negligence under the terms of this Agreement, breach of this Agreement by **SIT**, or **SIT** use of information provided by **NWITC** under the terms of this Agreement.

9. LIMITED WAIVER OF SOVEREIGN IMMUNITY:

The **SIT** expressly waives its sovereign immunity from suit with respect to the obligations and indebtedness that arises out of or relates to this Agreement, provided that the waiver of sovereign immunity expressed herein is expressly limited as follows:

1. The waiver of sovereign immunity expressed herein is limited to **NWITC**;
2. The waiver of sovereign immunity expressed herein is limited to the contract price specified in this Agreement.

10. TAX EXEMPTIONS:

NWITC is eligible for an exemption from state taxes for goods and services provided to **SIT** in Indian Country, as provided in WAC 458-12-192, including but not limited to, state and local sales tax, Business & Occupation tax, and others. **NWITC** shall not charge **SIT** for any taxes **NWITC** is exempt from paying. **NWITC** shall comply with WAC 458-12-192 to perfect the exemption from the state taxation.

11. TERM/TERMINATION:

1. This Agreement shall continue in effect for twelve (12) months beginning _____, 2009, and will automatically renew annually unless terminated in accordance with the terms of this agreement.

12. MISCELLANEOUS:

1. Neither party may assign this Agreement without the written consent of the other.
2. This Agreement shall be interpreted in accordance with the laws of the State of Washington
3. The parties entering into this Agreement are acting as independent contractors and nothing herein shall be deemed to create a partnership or joint venture of any kind.

13. COLLECTION SITES:

NWITC staff agrees to report to **SIT** for the random drug screen collections for the random pull.

AUTHORIZED STAFF FOR BOTH ENTITIES TO MAKE THIS A LEGAL AND BINDING AGREEMENT MUST SIGN THIS AGREEMENT.

Squaxin Island Tribe

Date

Northwest Indian Treatment Center

Date

ATTACHMENT A

Notifying Squaxin Island Tribe (SIT) of employees selected for random testing:

SIT desires that **NWITC** utilize the following method for transmitting to **SIT** the names of employees selected at random for controlled substance and/or alcohol testing:

Person(s) to be notified: _____

Preferred method of notification:

- Telephone to the following number: _____

- Fax to the following number: _____

- U.S. Mail to the following address: _____

- Certified Mail to the following address: _____

- Confidential E-mail to the following E-mail address: _____

