

INTERGOVERNMENTAL AGREEMENT

For

SOCIAL AND HEALTH SERVICES

Between

THE

And

THE WASHINGTON STATE

DEPARTMENT OF SOCIAL AND HEALTH SERVICES

I. AUTHORITY

THIS AGREEMENT is entered into between the _____, (hereafter the Tribe or Nation) and the Washington State Department of Social and Health Services (hereafter Department or DSHS) pursuant to their respective governmental authorities. The _____ is authorized to enter into this Agreement under its respective tribal authorities, constitution, bylaws, or resolution. The Department is authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, RCW 39.34, which permits any State agency to enter into a cooperative agreement with an Indian Tribe for their mutual advantage and cooperation.

Upon Department acceptance of a current Tribal Consolidated Services Plan, the Department will execute this Intergovernmental Agreement (IGA) with the Tribe.

This Agreement supersedes all existing program agreements for the services included in the current and accepted Tribal Consolidated Services Plan. The Parties intend that this Agreement be liberally construed to effectuate its intent and purposes.

II. PURPOSE

The Tribe and the Department enter into this consolidated Agreement to:

- Recognize the government-to-government relationship between the tribes and the United States Government.
- Honor the tribes' inherent right to design and operate culturally relevant and appropriate programs on behalf of the population served.
- Increase the quality and efficiency of state and tribal benefits and services to Washington State native people and other eligible clients served by tribes.
- Simplify the contracting process to allow increased direct services to all clients.

- Support tribal dedication of funding resources towards actual needs.
- Simplify reporting responsibilities for services included in the Tribal Plan.

III. DEFINITIONS

The Tribe and the Department agree to the following definitions for the purposes of this Agreement.

1. **Client:** means an individual, or family, that is eligible for services under the terms of this Agreement.
2. **Contract Consolidation Guidelines or Guidelines:** means the official Guidelines for Indian Nation Consolidated Tribal Social and Health Services Plan which is a required component of the Indian Nation – Department of Social and Health Services Contract Consolidation Project.
3. **General Terms and Conditions (GT&Cs):** means the current “DSHS and Indian Nation Agreement on General Terms and Conditions” in effect between the Parties.
4. **Intergovernmental Agreement, (IGA), or Agreement:** means this consolidated Agreement between the Tribe or Nation and the Department.
5. **Monitoring:** includes any planned and ongoing or periodic activity that measures and ensures the Tribe’s compliance with the terms, conditions and requirements of this Agreement and the Tribe’s current and approved Tribal Consolidated Services Plan.
6. **Parties:** means the Tribe and DSHS, who are the Parties to this Agreement.
7. **Personal Information:** means information identifiable to any person, including, but not limited to, information relating to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security number, driver license number, other identifying numbers, and any financial identifiers. Personal Information includes “**Protected Health Information**” as set forth in 45 CFR Sec. 160 and 164, as currently written and subsequently amended and other information that may be exempt from disclosure to the public or other unauthorized persons under federal, tribal, or state law.
8. **Program Agreement:** means any DSHS Indian Nation Program Agreement; Interagency Agreement; Indian Nation Intergovernmental Work Order; or Core Provider Agreement in effect between the Tribe and DSHS.
9. **Reporting:** Annual Reports and Quarterly Expenditure Reports means reporting forms consisting of all information, including operational and financial information, required by federal and/or state law for the contracted services and funds included

in this Agreement or in subsequent amendments to this Agreement.

10. **Retrocession**: means the process by which the tribe voluntarily returns a contracted service or program to DSHS. Retrocession includes both the voluntary relinquishment of tribal authority to obligate any previously awarded funds dedicated to that service or program and the return, to DSHS, of any previously awarded funds for that purpose.
11. **Single Point of Contact**: means the DSHS office designated by the Department and the tribal office designated by the Tribe to facilitate the flow of operational information, about this Agreement, between the tribe and the Department.
12. **Statute**: means any federal, tribal or state law now in existence or any successor, amended or replacement law.
13. **Tribal Consolidated Services Plan, Tribal Plan or Plan**: means the plan that is developed by the Tribe and approved by the Department that details the services that the Tribe will provide to qualified clients in accordance with this Agreement.

IV. REFERENCED AGREEMENTS

1. The Indian Nation and DSHS Agreement Regarding General Terms and Conditions (GT&Cs), currently in effect between the Parties, is incorporated into this Intergovernmental Agreement by reference, except where this Agreement differs from the GT&Cs.
2. Execution of this Intergovernmental Agreement is dependent upon DSHS receipt and acceptance of a current and approved Tribal Consolidated Services Plan, developed by the Tribe. Once accepted, the Tribal Plan will be incorporated into this Agreement.

V. PAYMENT PROCEDURES AND TRANSFER OF STATE FUNDING

1. For the purposes of this Agreement, a fiscal year is July 1 to June 30.
2. The Parties agree that the total financial commitment for this Agreement is detailed in the Budget section of the final and approved Tribal Consolidated Services Plan.
3. DSHS will provide a single annual payment to Tribes in contract consolidation for the applicable program payments.
 - a. Annual Payments: Annual payments will be made in September of each year, after reconciliation of the prior year's funding from Quarterly Expenditure Reports received from the Tribe. No funding will be provided until the Tribe's Annual Reports are provided to DSHS and reconciled and approved by DSHS. A funding amendment and an A-19 will be mailed to the Tribe. Once the signed amendment and A-19 is received by DSHS, the annual payment will be paid to the tribe.

- b. **Transfer of State Funding:** The adjustment funding between state and federal funds by DSHS will be based on the Quarterly Expenditure Reports and Annual Reports that are submitted by the Tribes. (See Reporting Section below regarding explanation of Quarterly Expenditure Reports and Annual Reports). The DSHS Office of Indian Policy will work with program staff and Tribes to obtain any information that is not in the reports that is necessary to make the adjustment.
 - c. **Funding Remedies:** The Quarterly Expenditure Reports submitted by the Tribes will be used to reconcile and approve the payment made to the Tribe for the next annual period. If a Tribe does not spend the funds awarded for an annual period, the difference between the amount awarded and the amount spent will be subtracted from the funding awarded to the Tribe for the next annual period.
 - d. **No Carryover:** For each State Fiscal Year (SFY) (July 1st to June 30th), if the Tribe does not spend the funds in an amount equal to the funding awarded for the applicable annual period, the difference between the amount awarded and the amount spent will be subtracted from the funding awarded to the Tribe for the next SFY to maintain current funding levels.
4. The Department agrees to adjust funding to the Tribe under this Agreement in accordance with any legislative action, provided that if there are significant changes impacting either Party, each reserves the right to renegotiate this Agreement.
 5. The Tribe will not charge the Department for services if the Tribe has charged or will charge the State of Washington or any other party, under any other contract or agreement, for the same services.
 6. Payments are subject to availability of federal and state legislatively appropriated funds.
 7. The Department will notify the Tribe of any projected or anticipated budget increase or decrease that affects any program or service contained in its Tribal Plan. This includes one time surplus funding that could be obligated for unmet needs in Tribal services and program development.

VI. REPORTING

1. The Tribe must submit Quarterly Expenditure Reports and one Annual Report for all of the programs included in its Tribal Plan. Quarters will coincide with the State Fiscal Year with reports due the last day of the month following the end of the quarter.

a. Quarterly Expenditure Reports

(1) A Quarterly Expenditure Report must include all information that is

requested within the report templates provided to the Tribes and which are located on the DSHS Office of Indian Policy website:
<http://www.dshs.wa.gov/sesa/indian-policy>

(2) Quarterly Expenditure Reports are due the last day of the month following the end of the quarter being reported.

b. Annual Reports

(1) The Annual Reports must include:

- (a) All information required by applicable federal and state laws and regulations for the programs and services included in the IGA or in subsequent amendments to the IGA.
- (b) Operational and financial information for each of the programs included in the IGA or in subsequent amendments to the IGA.
- (c) Descriptions of the outcomes that the Tribe achieved by undertaking primary responsibility for the social and health programs included in its Tribal Plan.

(2) The Annual Reports are due on September 30th. (See table in the Contract Consolidation Guidelines located on the DSHS Office of Indian Policy website:
<http://www.dshs.wa.gov/sesa/indian-policy>)

- 2. The Parties acknowledge that if additional reporting requirements are imposed on the state that necessitates additional reporting by the Tribe, the Tribe will submit additional reports upon reasonable notice of the requirement.
- 3. The Parties agree that, at a minimum, the Annual Reports will contain all information, including operational and financial information, required by applicable Federal and/or State law for the programs and services included in the Tribal Consolidated Services Plan or in subsequent amendments to the Tribal Plan or to this Agreement.
- 4. At the Tribe's request, the Department will seek to amend State Plan(s), submitted to federal agencies, which require more than one operational or financial report per year.
- 5. By July 31, the Tribe shall send electronic copies of its single Annual Report to Tim.Collins@dshs.wa.gov and indianpolicy@dshs.wa.gov or a hard copy to:

Department of Social and Health Services
Office of Indian Policy
PO Box 45105
Olympia, WA 98504-5105

6. Each Party will communicate with the Single Point of Contact identified by the other Party in this Agreement in writing to discuss reporting or other issues relative to this Agreement.
7. Program related communications may continue among program personnel and need not go through the Single Point of Contact.
8. The Department's use of information contained in tribal reports is limited to the purposes for which the reports were required. Unless approved by the Tribe, the Department will not use tribal information or data to generate revenue or indirect services that will not directly benefit the Tribe.

VII. RECORDS

1. The Tribe shall maintain all accounting records in accordance with government requirements and generally accepted accounting principles, and all transactions will be made in compliance with 2 CFR Part 200.
2. The Tribe shall maintain client files and other records to fully support the information contained in all requests for payment and reports submitted to the Department.
3. The Tribe shall cooperate with the Department in the performance of federal and state required monitoring activities related to the programs and services of this Agreement.
4. The parties agree to protect the confidentiality of client records and information as required by federal, tribal and state law.

VIII. PRIVACY AND NONDISCLOSURE

1. Personal information. Personal information including, but not limited to "Protected Health Information," collected, used or acquired in connection with this Agreement is protected against unauthorized use, disclosure, modification, or loss. The Parties agree that personal information shall be used solely for the purposes of the services set forth in this Agreement and shall not be divulged, published, transferred, sold or otherwise made known to unauthorized persons without written consent of the person to whom the personal information pertains, that person's parent or legal guardian, or as otherwise required by law. The Parties agree to implement physical, electronic, and managerial policies, procedures and safeguards to prevent unauthorized access, use or disclosure of personal information.
2. Aggregate Information. The Parties agree that raw data and analyses generated by virtue of this Agreement will remain anonymous data and shall not be linked with personal information or individually identifiable data from any source.

3. Access to Privacy Information. The Parties agree that access to both personal information and aggregate information shall be limited to staff whose duties specifically require access to such data in the performance of their assigned duties. Those staff members whose duties require that they have access to the data shall be notified of confidentiality requirements, regarding use and disclosure, prior to accessing either personal or aggregate information.

IX. RESPONSIBILITIES OF THE TRIBE

1. The Tribe has designated the following party as its Single Point of Contact for communication regarding operational and financial elements of this Agreement:
2. The Tribe shall provide services as described in its Tribal Consolidated Services Plan (See Attached). Services provided, as well as Tribal program and fiscal management shall conform to applicable federal, tribal and/or state laws and regulations.
3. The Tribe shall comply with all applicable federal and state regulations governing the use of federal and state funds.
4. Tribal standards that are at least as protective of children and vulnerable adults as the state's standards, will apply to services provided under this Agreement.
5. Background Checks.
 - a. All tribal employees, contractors and volunteers who work with children and vulnerable adults must pass a criminal background check that meets or exceeds tribal and state standards.
 - b. The _____ will conduct the background check.
6. Licensing.
 - a. The Tribe shall meet or exceed all facility and services Minimum Licensing Requirements (MLR), required by applicable federal and state statutes and regulations, for services provided under this Agreement.
 - b. If any license to provide services under this Agreement expires, the portion of this Agreement that pertains to that service shall be suspended on the expiration date. If any license is revoked, the portion of this Agreement that applies to that service shall be suspended on the date of the license revocation letter from the state of Washington or other comparable national accreditation entity, or on the date the license revocation is effective, whichever is later.
 - c. Professional staff that provides services under the terms of this Agreement shall meet or exceed all applicable federal, tribal, and state of Washington professional licensing and certification requirements for the profession or type of service provided.

7. Cultural Relevance, Translation and Interpretation. The Tribe shall strive to provide culturally relevant services for all clients, and interpretation and translation services for any client requiring such services.
8. At least ninety (90) days prior to the end of the period covered by the Tribe's current and approved Tribal Plan, the Tribe will submit its Tribal Plan for the next period to the Department. If the Tribe chooses not to submit an updated Plan, the current approved Tribal Plan, including existing amendments, will remain in place for the next contract period.

X. RESPONSIBILITIES OF THE DEPARTMENT

1. The Department shall promptly respond on a case-by-case basis to any written request by the Tribe regarding the Tribe's eligibility to access any newly funded services.
2. The Department shall promote good faith efforts to continue the education and training of staff and contractors about tribal governments.
3. When requested by the Tribe, the Department will support the Tribe in its efforts to obtain waivers of regulatory requirements, associated with the services in its Tribal Plan, in accordance with the process described in the Consolidation Guidelines.
4. The Department shall honor tribal law that meets or exceeds the requirements set forth in federal or state law as it pertains to this Agreement.
5. Compliance Testing.
 - a. The Department may test compliance with the terms of this Agreement in a combination of ways, including but not limited to:
 - (1) Review of Annual Reports submitted by the Tribe to the Department;
 - (2) Review of the Executive Summary and related documents from the Tribe's federal Single Audit (2 CFR Part 200, Subpart F); or
 - (3) An annual review of programs covered by this Agreement.
 - b. The Department will provide at least thirty (30) calendar days notice to the Tribe, prior to any on-site inspection and, at the request of the Tribe, consider cultural or tribal activities that might take precedence when scheduling on-site visits.
 - c. The Department will monitor all services contained in the Tribal Plan once per year unless otherwise required by federal and state law and regulation. The Department will provide the Tribe with at least thirty (30) calendar days notice of any monitoring visit.

XI. RETROCESSION

1. The Tribe may terminate or retrocede any program prior to the end of its Tribal Plan and agrees to provide the Department with notification of its intent to do so at least sixty (60) days prior to the effective date of the termination or retrocession.
2. Any money paid to the Tribe by DSHS to provide a service or program for the period of time retroceded by the Tribe must be paid back to the Department prior to the effective date of the retrocession.
3. If the Tribe terminates or retrocedes a service or program contained in this Agreement, the Tribe and DSHS may then execute a new and separate agreement to enable the Tribe to operate that service or program outside of the consolidated Agreement.

XII. AMENDMENTS

This Agreement and the Tribal Plan may be amended or renegotiated by written agreement of the Parties. The Parties agree to follow the amendment process established in the current Contract Consolidation Guidelines published by the Department's Office of Indian Policy.

XIII. CONFLICT RESOLUTION

1. The Parties agree to work cooperatively to accomplish all of the terms of this Agreement, however, acknowledge that there may be instances in which either the Tribe or the Department has not complied with the conditions of this Agreement or that clarification is necessary to interpret provisions of this Agreement. In such an instance, the Tribe and the Department shall attempt to resolve the matter through discussions. If unsuccessful, the Tribe and the Department agree to refer the matter to non-binding mediation.
2. Either Party may request that a mediator be selected to assist in resolving any conflict or dispute. The mediator shall be jointly selected and shall be approved by both the Tribe and the Department. The cost of a mediator shall be born equally by the Tribe and the Department with neither Party using funds dedicated for the programs nor services contained in this Agreement.
3. If the mediator cannot resolve the conflict or dispute then the issue shall be brought before a Disputes Board. The Disputes Board shall consist of three (3) individuals; one (1) selected by the Tribe, one (1) selected by the Department and a third party to be chosen by the first two. The Disputes Board shall review all issues, concerns and conflicts with a goal to determine acceptable solutions for both parties. The decisions of the Disputes Board shall be final and binding on both parties.

This provision supersedes Section 8, Disputes, contained in the current “DSHS and Indian Nation Agreement on General Terms and Conditions.”

XIV. TERM

THIS AGREEMENT shall become effective July 1, 2017 and end on June 30, 2023, unless extended or terminated prior to that date, as provided herein.

XV. SURVIVABILITY.

The terms and conditions contained in this Agreement that by their sense and context are intended to survive the expiration or termination of this Agreement shall so survive.

THE FOLLOWING REPRESENTATIVES, by virtue of their respective representative capacities hereby approve this Agreement as affirmed by their signatures below.

, Tribal Chair

Date

Date
Secretary
Department of Social & Health Services
