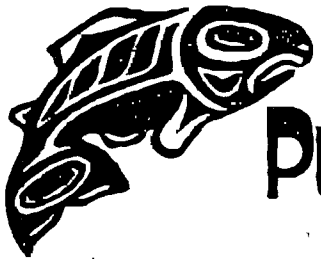
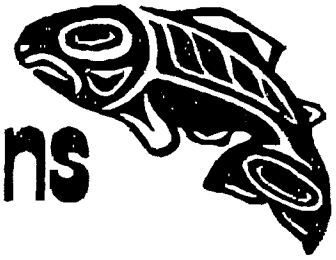


Puyallup Tribe of Indians



Mutual Aid Agreement Between
the Puyallup Tribe of Indians and the Tacoma-Pierce County Health Department
Relating to Disease and Contamination Control Measures

WHEREAS, the Tacoma-Pierce County Health Department ("TPCHD") and the Puyallup Tribe of Indians (the "Tribe") (collectively, "the Parties" or individually, the "Party") each desire to enter into this Mutual Aid Agreement ("Agreement") to protect the health and safety of members of the Tribe and Indian and Non-Indian employees, residents, visitors, guests and other people on Tribal Lands (collectively, "People on Tribal Lands"), and people within Pierce County, Washington ("People in Pierce County"); and

WHEREAS, for purposes of this Agreement, "Tribal Lands" shall mean land within the Puyallup Reservation boundary, Puyallup Tribal Trust Lands, Puyallup Tribal Member Trust Lands, and lands governed by the Puyallup Tribe of Indians Settlement Agreement of 1989 [PL 101-41], and collectively, as those lands may be added to or subtracted from, from time to time; and

WHEREAS, an outbreak of a communicable disease, disease or contamination emanating from a natural disaster, or a biological, chemical or radiological event ("Disease or Contamination Event") occurs across jurisdictional boundaries, can affect the health and safety of People on Tribal Lands and People in Pierce County alike, and creates health threats to the region; and

WHEREAS, a Disease or Contamination Event requires epidemiological research to determine the cause of health hazards and may require containment, preventive and treatment measures; and

WHEREAS, TPCHD is responsible to undertake such Disease and Contamination Event epidemiological research and containment, preventive and treatment measures for Pierce County; and

WHEREAS, the Parties agree that in certain circumstances, Disease and Contamination Event control measures, including isolation and quarantine of individuals or groups, are vital to prevent the spread of disease, to maintain healthful sanitation, or to contain biologic, radiological or chemical hazards to human health; and

WHEREAS, the Tribe has non-exclusive authority over public health measures that affect certain people on Tribal Lands, whether Indian or Non-Indian; and

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WHEREAS, pursuant to RCW 70.05.070 and WAC 246-100 et seq., TPCHD's Health Officer has responsibility to control and prevent the spread of any dangerous, contagious or infectious diseases that may occur within his or her jurisdiction, and to order isolation or quarantine, if necessary; and

WHEREAS, WAC 246-100 et seq. creates standards and legal processes regarding the isolation and quarantine of individuals and groups of individuals in Washington State in response to public health threats; and

WHEREAS, under the Laws of the United States, the Puyallup Tribal Court has either exclusive or concurrent jurisdiction (with federal or state courts) over certain civil matters; and

WHEREAS, WAC 246-100-036(4) provides that a local health department may make agreements with tribal governments that empower the local health officer to conduct investigations and institute control measures in accordance with WAC 246-100-040 on tribal lands; and

WHEREAS, the Tribe has determined that a beneficial and efficient means of preventing, containing and treating the health impacts from a Disease or Contamination Event is to enter into an agreement with TPCHD granting TPCHD authority to conduct epidemiological research and institute necessary containment, preventive and treatment measures affecting people who, absent this Agreement, would fall under the Tribe's jurisdiction; and

WHEREAS, TPCHD believes it is in the interest of public health and the common good to accept this grant of authority from the Tribe in order to simultaneously help protect all of the people in the Pierce region in case of a Disease or Contamination Event.

THEREFORE, the Parties agree as follows:

1. Subject to the conditions set forth in this Agreement, the Tribe agrees to grant and TPCHD agrees to accept the authority over Tribal Lands, People on Tribal Lands and Tribe members off Tribal Lands but within Pierce County, for the purposes of epidemiological research, investigation, prevention, containment and treatment related to a Disease or Contamination Event affecting human health ("Public Health Authority").

2. The Parties agree that TPCHD will exercise such Public Health Authority in accordance with the laws of Washington State, including but not limited to WAC 246-100 et seq., and the laws of Pierce County and the United States.

3. The Tribe agrees to give full faith and credit and comity to Emergency Detention Orders and court orders of the courts of the State of Washington related to isolation or quarantine, and to cooperate fully in carrying out the terms and conditions of such orders, including providing enforcement through

the Tribal Police. The Tribe agrees to grant TPCHD access to Tribal Lands and to People on Tribal Lands to conduct epidemiological research, to investigate a Disease or Contamination Event, and to perform preventive, containment or treatment measures.

4. Notwithstanding anything to the contrary in this Agreement, People on Tribal Lands and Tribe members placed in isolation or quarantine shall reserve the right to seek redress from an Emergency Detention Order or Washington State Court Order, and may do so in any court of competent jurisdiction, including but not limited to the Pierce County Superior Court or the Puyallup Tribal Court.

5. As required by law, TPCHD will first seek an individual's voluntary compliance to isolate or quarantine prior to issuance of an Emergency Detention Order ("EDO") or filing a Petition with the Pierce County Superior Court.

6. TPCHD will comply with the conditions and principles for isolation and quarantine set forth in WAC 246-100-045 and will provide an isolated or quarantined individual or group with food, clothing, shelter, medication, communication, and a safe place to recover. TPCHD will afford individuals or groups affected by this Agreement the same treatment as received by an individual or group under Pierce County TPCHD original jurisdiction.

7. The Tribe agrees to cooperate with TPCHD to help provide for People on Tribal Lands and Tribe Members and to make available Tribal agency personnel, facilities, materials and other support as necessary and feasible to assist in carrying out and complying with isolation or quarantine orders.

8. If People on Tribal Lands or Tribe members seek redress in Superior Court and request the assistance of court appointed counsel, and if legal and financial eligibility requirements are otherwise met, an attorney from the Pierce County Office of Assigned Counsel will be assigned to represent that individual or group.

9. Should a provision in a health order issued by the Washington State Department of Health, a state or federal emergency declaration, or order of any court of competent jurisdiction contradict a provision of this Agreement, then the provision in the health order, emergency declaration, or court order shall control.

10. The Tribe and TPCHD shall each separately maintain errors and omissions insurance coverage applicable to personnel assigned to perform support or services under this Agreement, with limits of not less than $1 Million per occurrence, $3 Million annual aggregate. In addition, the Tribe and TPCHD shall each separately maintain commercial general liability, with limits of not

less than $1 million per occurrence and comprehensive automobile liability insurance, with limits of not less than $1 million per occurrence. The Tribe's commercial general liability insurance policy and the comprehensive automobile liability insurance policy shall name TPCHD as an Additional Insured.

11. The Tribe and TPCHD shall each appoint a designated representative to serve as liaison for all purposes under this Agreement. The designated liaisons are:

For the Tribe: Name: Rodney E. Smith, MSC, CHE
Executive Director
Puyallup Tribal Health Authority
Address: 2209 E. 32nd Street, Tacoma, WA 98404
Phone: 253-593-0234

For TPCHD: Name: Federico Cruz-Uribe, M.D., MPH
Local Health Officer and Medical Director
Tacoma-Pierce County Health Department
Address: 3629 South D Street, MS 001
Tacoma, WA 98418
Phone: 253-798-2899

12. The Parties to this Agreement agree to provide the support and services specified in this Agreement on a gratuitous basis, with no expectation of direct reimbursement by the other Party. To the extent that any third-party payor, such as the United States Government, has funds or processes available for reimbursement of a Party's activities under this Agreement, the Parties agree to cooperate fully with one another in submitting any appropriate claim(s) for reimbursement and providing copies of records necessary to submit claims.

13. The Parties agree that all medical records and reports related to this Agreement shall be maintained in accordance with HIPAA and RCW 70.02 et seq.. The Parties agree to share disease or contaminant information necessary to avert serious harm to health of personnel performing support or services under this Agreement. The Parties shall maintain their own records and reports concerning the provision of any support or service under this Agreement.

14. Each party to this Agreement shall be legally responsible for its own acts and omissions arising under this Agreement, and that of its respective appointed and elected officials, employees, officers, agents, agencies, assigns and representatives. Each party agrees to defend, indemnify and hold harmless the other party, and its respective appointed and elected officials, employees, officers, agents, agencies, assigns and representatives from and against any and all liability, loss, cost, damage and expense arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement by the indemnitor.

15. Either Party may terminate this Agreement with thirty (30) days written notice to the other Party. This Agreement shall be interpreted under the laws of the State of Washington.

16. Nothing contained herein shall abrogate powers granted to the Centers for Disease Control, the Indian Health Service, the Washington State Department of Health, or other county, state or federal governmental authority by the laws of Pierce County, the State of Washington, or the United States.

Tacoma-Pierce County Health Department

Signature

Print Name: Federico P. Cruz-Uribe, MD, MPH

Title: Director of Health

Date: 9-7-05

Puyallup Tribe of Indians

Signature

Print Name: Marguerite Edwards

Title: Vice-Chairwoman

Date: 8-26-05