

Lummi Nation

Mutual Aid Agreement between the Lummi Nation and the Whatcom County Health Department Relating to Disease and Contamination Control Measures

WHEREAS, the Whatcom County Health Department (WCHD) and the Lummi Nation (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 Nation and Indian and Non-Indian employees, residents, visitors, guests and other people on Tribal Lands (collectively, “People on Tribal Lands”), and people within Whatcom County, Washington; and

WHEREAS, for the purpose of this Agreement, “Tribal Lands” shall mean land within the Lummi Reservation boundary, Lummi Tribal Trust Lands, Lummi Tribal Member Trust Lands and lands governed by the Lummi Nation of Indians Settlement Agreement, 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 Whatcom 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, WCHD is responsible to undertake such Disease and Contamination Event epidemiological research and containment, preventive and treatment measures for Whatcom 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 Nation has non-exclusive authority over public health measures that affect certain people on Tribal Lands, whether Indian or Non-Indian; and

WHEREAS, pursuant to RCW 70.05.070 and WAC 246-100 et seq., WCHD’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 Lummi Tribal Court has either exclusive or concurrent jurisdiction (with federal or state courts) over certain civil matters; and

WHEREAS, WAC246-100-036(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 Nation 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 WCHD granting the WCHD authority to conduct epidemiological research and institute necessary containment, preventive and treatment measures affecting people who, absent this Agreement, would fall under the Nation's jurisdiction; and

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

THEREFORE, the Parties agree as follows:

1 Subject to the conditions set forth in the Agreement, the Nation agrees to grant and the WCHD agrees to accept the authority in conjunction with LIHC director over Tribal Lands, People on Tribal Lands and the Nation members off Tribal Lands but within Whatcom 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 WCHD will exercise, in conjunction with LIHC director, such Public Health Authority in accordance with the laws of Washington State, including but not limited to WAC 246-100 et seq., and laws of Whatcom County and the United States.

3. The Nation agrees to give full faith in conjunction with LIHC director 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 Nation agrees to grant the WCHD in conjunction with LIHC director 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 Nation members placed in isolation or quarantine shall reserve the right to seek redress from an Emergency Detention Order of Washington State Court Order, and may do so in any court of competent jurisdiction, including but not limited to Whatcom County Superior Court or the Lummi Nation Court.

5. As required by law WCHD in conjunction with LIHC director will first seek and individual's voluntary compliance to isolate or quarantine prior to issuance of an Emergency Detention Order ("EDO") or filing a Petition with the Whatcom County Superior Court.

6. WCHD will in conjunction with LIHC director 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. WCHD will afford individuals or groups affected by this Agreement the same treatment as received by an individual or group under Whatcom County WCHD jurisdiction.

7. The Nation agrees to cooperate with WCHD in conjunction with LIHC director to help provide for People on Tribal Lands and The Nation 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 Nation 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 Whatcom 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 Nation and WCHD shall each separately maintain errors and omissions insurance coverage applicable to personnel assigned to perform or support services under this Agreement. In addition, the Nation and WCHD shall each separately maintain commercial general liability and comprehensive automobile liability insurance. The Nations commercial

general liability insurance policy and comprehensive automobile liability insurance policy shall name WCHD as an Additional Insured.

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

For the Nation Name:

Address:

Phone:

For the WCHD Name: Greg Stern MD., MPH

Local Health Officer and Medical Director

Whatcom County Health Department

Address:

Phone:

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 payer, 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 HIPPA and RCW 70.02 et seq.. The Parties agree to share disease or contaminant information necessary to avert serious harm to the 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 services under this Agreement.

14. Each party to this Agreement shall be legally responsible for its own acts and omissions arising under this Agreement, and 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 it's 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 Services, the Washington State Department of Health or other county, state or federal governmental authority by the laws of Whatcom County, the State of Washington or the United States.

RESOLUTION #2006___ OF THE LUMMI INDIAN BUSINESS
COUNCIL

TITLE: Adopting the Lummi Nation Isolation and Quarantine Mutual Aid Agreement Between The Lummi Nation and the Whatcom County Health Department Relating to Disease and Contamination Control Measures

WEAREAS, the Lummi Indian Business Council is the duly constituted governing body of the Lummi Indian Reservation by the authority of the constitution and By-laws of the Lummi Tribe of the Lummi Reservation; and

WHEREAS, The Lummi Indian Business Council continues to make a commitment to public safety on the Lummi Reservation; and

WHEREAS, the Lummi Indian Business Council is charged with the responsibility for the protection of the health and safety and welfare of the members of the Lummi Nation.

NOW THEREFORE BE IT RESOLVED, The Lummi Nation Mutual Aid Agreement between The Lummi Nation and Whatcom County Health Department Relating to Disease and Contamination Control Measures is approved in its entirety, effective this date; and

BE IT FURTHER RESOLVED, that any future amendments to the Mutual Aid Agreement between The Lummi Nation and Whatcom County Health Department Relating to Disease and Contamination Control Measures shall be submitted to the Lummi Indian Business Council for their review and approval, and

BE IT FINALLY RESOLVED, that the chairwoman (or the Vice-Chairman in his absence) is hereby authorized and directed to execute this resolution and any documents connected therewith, and the Secretary (or Recording Secretary in his absence) is authorized and directed to execute the following certification.

LUMMI NATION

Evelyn Jefferson, Chairwoman
Lummi Indian Business Council

CERTIFICATION

As Secretary of the Lummi Indian Business Council, I hereby certify that the above Resolution #2006___ was adopted at a special meeting of the Council held on the ___ day of _____, 2006, at which time a quorum of ___ was present
by a vote of ___ for, ___ against, and ___ abstention(s)

Donna Mae Cultee, Secretary
Lummi Indian Business Council