

An Agreement for the Nome Hospital Design between the Indian Health Service and the Norton Sound Health Corporation

May 2004

I. PARTIES

This document constitutes an Agreement between the Indian Health Service (a Federal agency) hereafter referred to as IHS and the Norton Sound Health Corporation (a regional Tribally managed non-profit health care organization) hereafter referred to as NSHC.

II. PURPOSE

The Denali Commission is providing up to \$500,000 in funding to NSHC to undertake conceptual planning and design studies for the new facility. These funds will be used to identify appropriate hospital programmatic space requirements, layout and configuration of the building, permitting and environmental clearance, and site layout / construction development concerns. Completing this early stage of planning and design in advance of future IHS funding will accelerate the overall project schedule once the remaining design and construction funds are appropriated.

The design will build upon the elements of the IHS funded planning process. Applicable elements of the pre-design phase identified in the prior planning agreement between NSHC and IHS that are not already prepared under the planning process will be completed as a part of the conceptual design. Additional funding from the Denali Commission or other funding partners is anticipated to complete all remaining hospital design phases, including utility extensions, any major improvements required for utilities, and site access.

This agreement is to clarify the role of the parties to this agreement in the preparation of design documents. It is expected that future Congressional funding will be provided through an IHS line item appropriation to fund the project construction, and provide staffing, and medical equipment for the facility. When IHS project funding becomes available, the NSHC intends to submit a P.L. 93-638, Title V project funding agreement to the IHS for construction, equipment, and cultural arts. Any IHS approved funds for staffing will be added to the NSHC's funding agreement (FA), as funds are allocated.

III. RESPONSIBILITIES OF THE PARTIES

NSHC shall collaborate with IHS staff on work products to insure that final products comply with applicable IHS health services, facility, and land requirements and ensure that final documents meet or exceed State of Alaska building codes.

NSHC shall ensure that design documents are prepared consistent with the IHS approved Program of Requirements (POR). Should facilities and accompanying health programs be detailed in the design documents which are outside of the scope of the approved POR, NSHC will highlight and clearly identify those items. Schematic and final design documents shall provide breakout narratives to quantify the impacts of POR deviations, explain the basis for the cost impact of construction and annual health program service delivery, and how NSHC will support the construction cost. Design, Construction, and

healthcare services outside the scope of the approved POR will not be supported with IHS funding.

NSHC agrees to complete the NEPA requirements during the design phase activities per 42 CFR Part 36, Tribal Self-Governance Amendments of 2000; Final Rule, Subpart N.

NSHC owns and operates the current facility and will own and operate the new facility.

NSHC agrees to provide license to use design documents, including supporting studies, background information, and CAD files prepared in the design process in future IHS-funded design activities for the Nome Hospital at no cost to the IHS and without limitation on reuse or adaptation for any future design activities associated with this site.

The State of Alaska Fire Marshall shall be the designated AHJ and will provide plan review and approval. NSHC will specify and determine appropriate building and architectural and engineering standards (including health and safety) which shall be in conformity with nationally recognized standards for comparable projects.

Schematic and Final design documents will be subject to timely (not more than 5 weeks) review and approval by the IHS. Code and program deviations found during the government review process will be addressed by NSHC before final acceptance of the documents by the IHS. The IHS will be invited to provide advisory and code based review of intermediate formal submittals.

The selection of Architect/Engineering (A/E) consultant services shall follow a competitive process in which both qualification and cost shall be incorporated as selection criteria. The selection will be generally consistent with the Brooks Act process and NSHC written policies. The IHS will be invited to participate in the A/E selection process, as a non-voting member, in order to be an informed advocate of the project.

The IHS will be provided a summary of NSHC A/E selection process and copy of formal project design submittals for review and comment. Copies of the A/E responses to review comments will also be provided to the IHS. The IHS will be invited to participate in project design review meetings. Acceptance of the final design project submittal is subject to IHS HQ formal written approval.

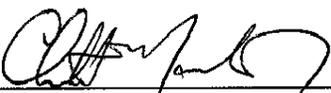
The IHS shall provide technical assistance to NSHC in performing the scope of work covered by this agreement. This technical assistance shall consist of providing review and comment of studies and design-related documents, prepared by NSHC and its consultants, solely to NSHC. IHS will not communicate directly with NSHC's consultants and subcontractors or seek to direct their work, either verbally or in writing, unless such communication has been expressly authorized by NSHC in writing.

The IHS shall continue to generate annual cost estimates using the IHS Cost Estimating System on the IHS POR approved portion for this project up until the Office of Management Budget (OMB) freezes the project budget. Any costs elements identified in

IHS project budget that are funded through the Denali Commission will be deducted from IHS's project budget. The IHS will consult with NSHC on the overall project budget prior to its submission each year.

IN THE WITNESS WHEREOF, the parties have subscribed their names,

6/4/04
Date


Christopher Mandregan, Jr., MPH
Director Alaska Area Native Health Service, IHS

6-11-2004
Date


Joe Cladouhos
President/CEO
Norton Sound Health Corporation