

JOINT PROJECT AGREEMENT

**BETWEEN THE
THE
INDIAN HEALTH SERVICE
THE
ARCTIC SLOPE NATIVE ASSOCIATION
AND THE
DENALI COMMISSION**

**FOR CONCEPTUAL DESIGN OF THE BARROW REPLACEMENT HOSPITAL
PROJECT No. 0142-DC-2004-I27**

August 2004

I. PARTIES

This document constitutes an Agreement between the Indian Health Service (a Federal agency) hereinafter referred to as IHS, the Arctic Slope Native Association (a regional Tribally managed non-profit health care organization) hereinafter referred to as ASNA, and the Denali Commission (an independent agency established by the Denali Commission Act of 1998) hereinafter referred to as the Commission.

II. PURPOSE

In April 2004 the Commission accepted recommendations from its Health Steering Committee for accelerating the project timeline of the Barrow Replacement Hospital project by providing funding for conceptual design. This project is on IHS' nation-wide health facility 5 year replacement plan and is currently the number two rated inpatient facility on this list. There is congressional interest in accelerating this project schedule using Commission financial support for the pre-design and design phases.

This project is to fund pre-design activities and to accelerate the overall Design/Construction schedule of the project.

III. MUTUAL INTEREST OF THE PARTIES

All the parties are interested in the development, funding, construction and long-term operation of a new hospital in Barrow, Alaska.

IV. RESPONSIBILITIES OF THE PARTIES

The Commission shall provide funding for this project.

ASNA shall manage the competitively secured contract(s) for completion of project work products. ASNA shall collaborate with the IHS staff on the work products to insure that the final products conform to the IHS health services, facility and land requirements.

The IHS shall provide timely review of the draft work products provided by ASNA and their contractor(s).

It is understood by the parties to this Agreement that the IHS and ASNA may elect to enter into a separate Agreement to formalize their long-term relationship on the proposed Barrow Replacement Hospital project to insure that the facility conforms to federal design standards, federal asset management reporting requirements and future maintenance considerations among other concerns. Included will be the transfer of \$120,000 for conceptual planning elements.

V. APPORTIONMENT OF COSTS AND SERVICES

The Commission shall provide funding of \$2,000,000 through Financial Assistance Award #0142-DC-2004-I27. The Commission is providing a total of \$500,000 to ASNA to fund pre-design activities, including completion of the Program of Requirement (POR) and completion of pre-design studies for utilities, drainage, traffic studies, and existing hospital utilization. Upon successful completion of these elements and upon approval of the Program of Requirements (POR) by Indian Health Services (IHS) Headquarters, the Commission will provide conceptual design funding of \$1,500,000 for the new facility.

VI. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

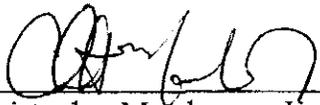
This Agreement will become effective when signed by all parties. The Agreement will terminate upon the completion of the Assessment, but may be amended at any time by mutual consent of the parties. Any party may terminate this Agreement by providing 60 days advance written notice to the other parties.

VII. OTHER PROVISIONS

Nothing herein is intended to conflict with current directives of all the parties. If the terms of this Agreement are inconsistent with existing directives of any of the agencies entering into this Agreement, then those portions of this Agreement which are determined to be inconsistent shall be invalid; but the remaining terms and conditions not affected by the inconsistency shall remain in full force and effect. At the first opportunity for review of the Agreement, all necessary changes will be accomplished by either an Amendment to this Agreement or by entering into a new Agreement, whichever is deemed expedient to the interest of all parties.

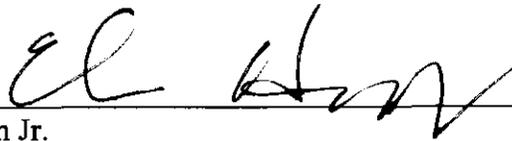
IN THE WITNESS WHEREOF, the parties have subscribed their names,

9/16/04
Date



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

Date



Eben Hopson Jr.
President/CEO
Arctic Slope Native Association

9-3-2004
Date



Jeffrey B. Staser
Federal Co-Chair
Denali Commission