

JOINT PROJECT AGREEMENT

**BETWEEN THE
THE
INDIAN HEALTH SERVICE
THE
NORTON SOUND HEALTH CORPORATION
AND THE
DENALI COMMISSION**

**FOR THE NOME HOSPITAL CONCEPTUAL DESIGN
PROJECT No. 0103-DC-2003-I16**

September 2003

I. PARTIES

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

II. PURPOSE

In July 2003 the Commission undertook a pilot program for "other than primary care" facilities. The Commission turned to the State of Alaska – Department of Health and Social Services to recommend health facility projects for this program. Conceptual design funding for a new hospital in Nome was one such project recommended that the Commission agreed to fund.

NSHC is the current owner/operator of the existing Nome hospital and will be for the new facility. NSHC also has a Capital Projects office that will provide overall project management for this 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 Nome, Alaska.

IV. RESPONSIBILITIES OF THE PARTIES

The Commission shall provide funding for this project.

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

The Indian Health Service shall provide timely review of the draft work products provided by NSHC and their contractor(s).

It is understood by the parties to this Agreement that the Indian Health Service and NSHC may elect to enter into a separate Agreement to formalize their long-term relationship on the proposed Nome 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 \$500,000 to NSHC.

VI. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

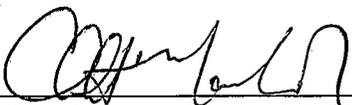
This Agreement will become effective when signed by all parties. The Agreement will terminate upon the completion of the Assessment, but may be amended at any time by mutual consent of the parties. Any party may terminate this Agreement by providing 60 days advance written notice to the other parties.

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,

6/24/04
Date



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

9-19-03

Date



Joe Cladouhos
President/CEO
Norton Sound Health Corporation

9-22-03

Date



Jeff Staser
Federal Co-Chair
Denali Commission