



**RESOLUTION OF THE GOVERNING BODY  
OF THE THREE AFFILIATED TRIBES OF THE  
FORT BERTHOLD INDIAN RESERVATION**

**A Resolution entitled, "Authorization for Elbowoods Memorial Health Center and its Satellite Clinics to Enter into a Direct Care Services Reimbursement Agreement with the Department of Veterans Affairs"**

**WHEREAS,** This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act and having adopted a Constitution and By-laws pursuant to said Act; and

**WHEREAS,** The Constitution and By-laws of the Three Affiliated Tribes was adopted by membership of the Tribes on May 15<sup>th</sup>, 1936 pursuant to the Indian Reorganization Act of 1934 and duly approved by the Secretary of Interior; and

**WHEREAS,** Article III of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council is the governing body of the Tribes; and

**WHEREAS,** The Constitution of the Three Affiliated Tribes authorizes and empowers the Tribal Business Council to engage in activities on behalf of and in the interest of the welfare and benefit of the Tribes and of the enrolled members thereof; and

**WHEREAS,** Article VI, Section 5 (1) of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council has the power to adopt resolutions regulating the procedure of the Tribal Business Council and other tribal agencies and tribal officials on the reservation; and

**WHEREAS,** Article VI, Section 5 (c) of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council has the authority to administer any funds or property within the exclusive control of the Three Affiliated Tribes to make expenditures from available tribal funds for public purposes, provided that all expenditures from tribal funds shall be by resolution duly passed by the Tribal Business Council to such effect; and

**WHEREAS,** Article VI, Section 5 (d) of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council has the power to negotiate with Federal, State, and local governments on behalf of the Three Affiliated Tribes; and

**WHEREAS,** In accordance with 25 U.S.C. § 1645(c) and 38 U.S.C. §8153, the Department of Veterans Affairs may reimburse Tribal Health Programs for certain health care services provided to eligible Veterans who are American Indians or Alaska Natives; and



**WHEREAS,** The Three Affiliated Tribes' Elbowoods Memorial Health Center has prepared a Direct Care Services Reimbursement Agreement (Agreement) with the Department of Veterans Affairs-Fargo VA Health Care Systems to seek reimbursement for eligible services provided to eligible veterans through the Elbowoods Memorial Health Center and its satellite clinics; and

**WHEREAS,** The Tribal Business Council has determined that the Agreement is in the best interests of the Three Affiliated Tribes, and the eligible Veterans its tribal health program services through the Elbowoods Memorial Health Center and its satellite clinics to seek reimbursement for the services it provides; and

**NOW THEREFORE BE IT RESOLVED,** That the Tribal Business Council of the Three Affiliated Tribes hereby authorizes Elbowoods Memorial Health Center to submit the Agreement to Department of Veterans Affairs-Fargo VA Health Care Systems to seek reimbursement for eligible Direct Care Services provided to eligible Veterans utilizing Elbowoods Memorial Health Care and its satellite Clinics, and approves and authorizes all assurances and understandings contained within said Agreement; and

**NOW BE IT FURTHER RESOLVED,** that the Tribal Business Council of the Three Affiliated Tribes hereby authorizes Kathryn Eagle-Williams, CEO of the Elbowoods Memorial Health Center, to serve as the official contact person for the Department of Veterans Affairs Direct Care Services Reimbursement Agreement, and also authorizes Kathy Eagle, CEO of Elbowoods Memorial Health Center, to execute all documents necessary to process and submit said agreement on behalf of the Three Affiliated Tribes.



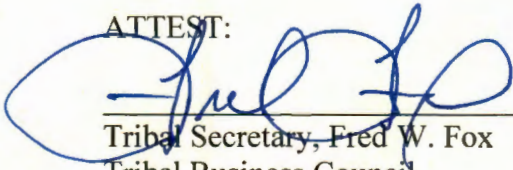
**CERTIFICATION**

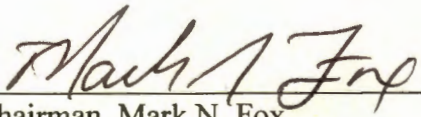
I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Reservation, hereby certify that the Tribal Business Council is composed of 7 members of whom 5 constitute a quorum, 6 were present at a Regular Meeting thereof duly called, noticed, convened, and held on the 10<sup>th</sup> day of May 2018; that the foregoing Resolution was duly adopted at such Meeting by the affirmative vote of 5 members, 0 members opposed, members abstained, 1 members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman [ ] voting. [ X ] not voting.

Dated this 10<sup>th</sup> day of May 2018.

ATTEST:

  
\_\_\_\_\_  
Tribal Secretary, Fred W. Fox  
Tribal Business Council

  
\_\_\_\_\_  
Chairman, Mark N. Fox  
Tribal Business Council

**Direct Care Services Reimbursement Agreement  
between  
Department of Veterans Affairs, Fargo VA Healthcare System  
and  
Elbowoods Memorial Health Center Tribal Health Program**

**1. PURPOSE**

**1.1.** This Reimbursement Agreement (Agreement) is intended to facilitate reimbursement of Three Affiliated Tribes' Tribal Health Program (THP) by Department of Veterans Affairs (VA) for certain health care services, specifically Direct Care Services (as defined herein) provided by the THP to eligible Veterans who are American Indian/Alaska Native (AI/AN).

**1.2.** VA and THP are entering into this agreement to improve access to direct care services for eligible AI/AN Veterans. This agreement establishes the basic underlying terms for reimbursement that will be carried out between the THP and the local VA Medical Center (VAMC).

**2. AUTHORITIES**

25 U.S.C. § 1645(c) and 38 U.S.C. § 8153

**3. PARTIES**

**3.1. Department of Veterans Affairs  
Fargo VA Health Care Systems (VAHCS)  
2101 N. Elm Street  
Fargo, ND 58102**

**3.2.** Three Affiliated Tribes' Tribal Health Program, and the following facilities:

Elbowoods Memorial Health Center  
1058 College Drive  
New Town, ND 58763

Mandaree Health Center  
#305 Main Street  
Mandaree, ND 58757-5700

Parshall Health Center  
107 3<sup>rd</sup> Street SE  
Parshall, ND 58770-7202

Twin Buttes Health Center  
726 80<sup>th</sup> Avenue NW  
Halliday, ND 58636-4001

White Shield Health Center  
2 Main Street B  
Roseglen, ND 58775-0002

#### 4. DEFINITIONS

- 4.1.** “Eligible American Indian/Alaska Native (AI/AN) Veteran” means an AI/AN Veteran who is (1) eligible for services from IHS or THP in accordance with 42 C.F.R. Part 136 and (2) meets the definition of “Eligible Veteran” in section 4.6.
- 4.2.** “Claim” means a written demand or assertion by one of the parties seeking, as legal right, the payment of money, adjustment or interpretation of agreement terms, or other relief, arising or relating to this Agreement.
- 4.3.** “Days” in this Agreement refers to calendar days unless otherwise specified herein.
- 4.4.** “Direct Care Services” means any eligible service that is provided directly by THP at the THP facility(ies) stated herein. “Direct care services” does not include care or service provided by THP through a contract established by THP (contract care) for a care or service provided outside the THP facility(ies).
- 4.5.** “Eligible Service” means any health care service that is reimbursable under Paragraph 6.1.
- 4.6.** “Eligible Veteran” means a Veteran who is enrolled in VA’s system of patient enrollment in accordance with 38 U.S.C. § 1705 and 38 C.F.R. 17.36 or is otherwise eligible for hospital care and medical services under 38 U.S.C. § 1705(c)(2) and 38 C.F.R. 17.37(a)-(c) notwithstanding the Veteran’s failure to enroll in VA’s system of patient enrollment.
- 4.7** “Tribal Health Program” has the meaning given that term in 25 U.S.C. § 1603(25).

#### 5. ENROLLMENT FOR ELIGIBILITY

- 5.1.** VA is responsible for determining whether an individual qualifies to be enrolled in its patient health care system or otherwise meets the definition of an Eligible Veteran for purposes of this Agreement.
- 5.2.** THP may assist a Veteran in submitting an application for enrollment. If a Veteran who is eligible for services under 38 U.S.C. § 1705(c)(2) does not choose to enroll in VA’s system of patient enrollment, THP may submit identifying information to VA Healthcare System so that VA may determine whether the Veteran meets the definition of an Eligible Veteran in accordance with this Agreement despite the Veteran’s failure to enroll.

#### 6. ELIGIBILITY AND REIMBURSEMENT

- 6.1. Reimbursable Services.** VA shall reimburse THP only for direct care services provided in the VA Medical Benefits Package available in accordance with 38 C.F.R. § 17.38 or otherwise available under statute or regulation to Eligible Veterans from VA. VA shall not reimburse for any direct care services that are excluded from the Medical Benefits Package or for which the Eligible AI/AN Veteran does not meet qualifying criteria (e.g., the

requirement that the Eligible AI/AN Veteran needs the care as determined in accordance with 38 C.F.R. 17.38(b)).

**6.1.1. Preauthorization.** Preauthorization by VA is not required for Eligible AI/AN Veterans receiving direct care services from THP.

**6.1.2. Determination of Eligible Services.** THP may seek information from VA before delivering any direct care service as to whether the Eligible AI/AN Veteran is eligible for the specific services proposed to be provided by submitting a request for verification for eligibility. THP may verify eligibility (and any special conditions that may apply) by contacting VA Health and Eligibility office within VA Healthcare System. In particular, VA recommends that THP verify eligibility of Eligible AI/AN Veteran for the following services, which have restricted eligibility requirements: dental, prosthetics (including hearing aids and eyeglasses), long-term care (including nursing home care), and transplant services.

**6.2. Applicability of Agreement.** This Agreement governs payment for only those direct care services provided by the THP, including applicable pharmaceuticals, provided to an Eligible AI/AN Veteran after the effective date of this Agreement.

**6.3. Reimbursement Rates.**

**6.3.1. Generally.** Except as otherwise provided herein, VA shall reimburse at rates based on Medicare payment methodologies for Eligible Services, including home and community based services, provided to Eligible AI/AN Veterans.

**6.3.2. Inpatient Hospital Services.** The THP does not have inpatient hospital services at this present time. THP will make referrals for patients through contract health, if hospital services are required for the care of the patient, so long as the patient meets the requirements for contract health.

If THP develops inpatient hospital services, the following provision shall be followed:

Except to the extent inconsistent with the rate methodology explained herein, VA shall reimburse at rates based on Medicare payment methodologies for services provided to Eligible AI/AN Veterans. The payment methodology under this section applies to all inpatient services furnished by the THP hospital, whether provided by part of a department, subunit, distinct part, or other component of a hospital (including services furnished directly by the hospital or under arrangements with contract providers who provide direct care services onsite in a THP facility).

**6.3.2.1.** Payment for inpatient hospital services that the Medicare program would pay under a prospective payment system (PPS) will be based on the applicable PPS. For example, payment for inpatient hospital services shall be made per discharge based on the applicable PPS used by the Medicare program to pay for similar inpatient hospital services under 42 C.F.R. Part 412.

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**6.3.2.2.** For hospitals that furnish inpatient services but are exempt from PPS and receive reimbursement based on reasonable costs (for example, critical access hospitals (CAHs)), including provider subunits exempt from PPS, payment shall be made per discharge based on the reasonable cost methods established under 42 C.F.R. Part 413, except that the interim payment rate under 42 C.F.R. Part 413.70, shall constitute payment in full.

**6.3.2.3.** The inpatient rates set forth above do not include inpatient physician services and practitioner services. The inpatient physician and other practitioner services shall be billed based on the Medicare fee schedule.

**6.3.3. Outpatient Hospital Services and Freestanding Clinic Services.** VA shall pay for outpatient and free standing clinics services provided to Eligible AI/AN Veterans at the all-inclusive rate approved each year by the Director of IHS, under the authority of sections 321(a) and 322(b) of the Public Health Service Act (42 U.S.C. §§ 248 and 249(b)), Public Law 83-568 (42 U.S.C., § 2001(a)), and the Indian Health Care Improvement Act (25 U.S.C. § 1601 et seq.). This rate is published annually in the Federal Register under the title: Outpatient Per Visit Rate (Excluding Medicare).

**6.3.4. Ambulatory Surgical Services.** At this time, THP does not provide any ambulatory surgical services. If THP shall provide any ambulatory services during the contract period, then the VA shall reimburse for services provided to Eligible AI/AN Veterans at established Medicare rates for freestanding Ambulatory Surgery Centers.

**6.3.5. Pharmacy Services.** To the extent pharmaceuticals are reimbursable under this Agreement, VA shall reimburse THP as follows:

**6.3.5.1. Formulary.** VA shall reimburse THP only for pharmaceutical drugs on the formulary used by VA in accordance with National VHA and Veterans Integrated Service Network (VISN) policy for medication orders. [The Pharmacy Benefits Management Services](http://www.pbm.va.gov/nationalformulary.asp) webpage (<http://www.pbm.va.gov/nationalformulary.asp>) contains the VA National Formulary. Requests for reimbursement of pharmaceutical drugs not on the VA formulary shall be submitted by THP for approval by VA in advance of the request for reimbursement to VA Pharmacy and processed in accordance with VA policy on non-formulary drugs. If THP is requesting reimbursement for a VA Non-Formulary pharmaceutical, THP must attach the approval documentation with the submitted pharmacy claims.

**6.3.5.2. Outpatient Pharmacy Services.** VA shall reimburse the actual cost of the drugs for outpatient emergent need prescriptions or other outpatient prescriptions dispensed by the tribal facility to Eligible AI/AN Veterans. This includes reimbursement for long term prescriptions (medications that are more than 30 days).

**6.3.6. Rate Review.** VA and THP will conduct annual reviews of the rates of services provided under this agreement to ensure that the costs VA is incurring pursuant to the terms of the agreement are within an acceptable range. The first review will be completed no later than three years after the signing of the agreement.

**6.4. Co-Payments.** Pursuant to 25 U.S.C. § 1645(c), VA copayments do not apply to direct care services provided by THP to Eligible AI/AN Veterans under this agreement.

**6.5. Invoice Submission and Processing.**

**6.5.1. Basic Requirements.** VA and the THP agree to automate all processes for claim submission and processing within two years of the execution of this agreement. Claims for reimbursement should be submitted to VA electronically unless not feasible. All claims submitted for reimbursement must be billed in accordance with Medicare's National Correct Coding Initiative (NCCI) and must include DRG codes. If electronic submission is not feasible, claims submitted in paper form shall comply with the format required for the submission of claims under title XVIII of the Social Security Act. For example, claims submitted in paper may be printed on forms such as a CMS 1450, ADA, CMS 1500, or NCPDP. Claims submitted electronically shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards for electronic transactions. If a THP facility is unable to file electronically, VA will work with the THP facility to submit claims until THP can establish electronic processes. Except as provided in section 6.5.3, VA's payment will be reduced by a \$15 per claim process fee for any and all paper claims.

**6.5.2. Timely Filing.** Invoices for direct care services provided after the effective date of this Agreement, not submitted to VA within 12 months from the date of service, shall not be reimbursed by VA.

**6.5.3.** Until such time that VA is able to accept pharmacy claims electronically, pharmacy claims submitted in paper format are not subject to the \$15 paper claims processing fee delineated in section 6.5.1. This exemption will expire 120 days from the date that VA notifies THP that VA is able to accept electronic or Electronic Data Interchange (EDI) pharmacy claims submission, after which the \$15 paper claims processing fee delineated in section 6.5.1 will apply to pharmacy claims submitted in paper format.

**6.6. Other Reimbursement.** Pursuant to 25 U.S.C. 1645(c), the THP will seek payment from all other liable payers, as permissible by law for the THP, before seeking reimbursement from VA for direct care services provided to an Eligible AI/AN Veteran under this agreement. VA is responsible for only the balance remaining after other third party reimbursements.

**6.7. Information Sharing.**

**6.7.1.** VA retains the right to bill an Eligible AI/AN Veteran's third party insurer to the extent permitted by 38 U.S.C. § 1729. When an Eligible AI/AN Veteran is treated



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by THP under this Agreement, THP shall, consistent with applicable privacy laws, provide VA with any applicable information regarding the Eligible AI/AN Veterans' private insurance, Workers' Compensation coverage, Medicare Supplemental Insurance information, and information with respect to third-party tortfeasor cases arising under the Federal Medical Care Recovery Act ("FMCRA"), 42 U.S.C. § 2651.

**6.7.2.** If THP seeks reimbursement under the terms of this Agreement for direct care services provided to Eligible AI/AN Veterans with third party insurance who are being treated for HIV, sickle cell anemia, drug or alcohol abuse, THP shall seek to obtain from the Eligible AI/AN Veteran, and provide to VA, a fully executed VA Form 10-5345, "Request For and Authorization To Release Medical Records or Health Information" so that VA may pursue reimbursement for medical care for any claims arising under 38 U.S.C. § 1729.

**6.7.3.** If THP seeks reimbursement under the terms of this Agreement for direct care services provided to an Eligible AI/AN Veteran who THP has determined to have been injured due to the negligence of a third party, THP shall seek to obtain from the Eligible AI/AN Veteran and provide to VA a fully executed VA Form 4763, Power of Attorney and Assignment, and VA Form 10-5345, "Request For and Authorization To Release Medical Records or Health Information" so that VA may pursue reimbursement under the Federal Medical Care Recovery Act (FMCRA), 42 U.S.C. 2651.

**6.8. Denied Invoices.** Nothing in this Agreement prohibits THP from seeking reimbursement from any other payer, including the Veteran (if consistent with THP's policies) for direct care services provided to a Veteran for which VA is not responsible due to the patient not being an Eligible Veteran or the services not being Eligible Services or for which VA denies payment for any other reason.

### **6.9. Denial, Reconsideration and Appeal**

**6.9.1. Denial.** VA may deny an invoice or a portion of an invoice for direct care services provided by THP under the following conditions:

**6.9.1.1.** The Veteran is not an Eligible Veteran as defined in the Agreement;

**6.9.1.2.** the care or services provided are not direct care services;

**6.9.1.3.** the care or services provided are not otherwise reimbursable under the terms of this Agreement;

**6.9.1.4.** the invoice was not submitted as required under Section 6.5 of this Agreement; or,

**6.9.1.5.** the information needed to adjudicate the invoice, consistent with the information contained on the electronic Health Care Financing Administration (HCFA) and Universal Billing (UB) forms (or other applicable form), is not provided.

**6.9.2. Notice and Request for Reconsideration.** If VA denies reimbursement for an invoice, VA shall notify THP of the denial in writing together with a statement of the reason for the denial. The notice shall advise that THP may obtain a reconsideration of the denial by submitting a request for reconsideration or appeal in writing, within 90-days of the notice, setting forth the grounds supporting the request or appeal, including any documentation requested by VA for reconsideration. VA shall issue a decision on the request for reconsideration in writing within 30 days. In the event that THP disputes VA's request for reconsideration decision, THP may avail itself of the Disputes process in Paragraph 9.

## **7. QUALITY OF CARE**

### **7.1. Applicable Standards.**

**7.1.1. Information Exchange.** VA and THP shall develop a process to share patient records consistent with relevant privacy laws and will continue activities to share data electronically.

**7.1.2. Collaboration.** VA and THP shall promote quality health care services through collaboration activities to review, measure and report on quality of care delivered.

**7.1.3. Certification and Accreditation.** In order to receive reimbursement, each facility of the THP must meet Centers for Medicare and Medicaid (CMS) certification and CMS conditions of participation, or must have accreditation through the Joint Commission or Accreditation Association for Ambulatory Health Care (AAAHC). THP shall submit certification and accreditation information to VA upon written request within 15 business days.

**7.1.4. Medical Quality Assurance Activities.** At least annually, VA and THP agree to use existing medical quality assurance activities, as required under accreditation or certification standards or maintained for reporting. THP agrees to share information with VA regarding its medical quality assurance activities, which shall include periodic review of care utilization (health system level trends) and care delivery consistent with current standards of care and evidence-based practices.

**7.1.5.** Developing a process consistent with applicable privacy laws to share patient summary information (summary of care documents) electronically through the Nation Wide Health Information Network.

**7.1.6.** Agree to meet requirements for Meaningful Use of electronic health records (EHR) and to report on Meaningful Use clinical quality measures as required by Medicare or Medicaid.

**7.1.7.** Meeting at least annually with THP representatives to review the overall quality of care provided to AI/AN Veterans served under this agreement and implementing joint system-wide quality improvement activities as needed.

**7.1.8.** Convening ad hoc meetings to discuss program-specific quality issues if issues or concerns develop.

**7.1.9.** Developing a joint patient advocacy/ombudsman process to address appeals on patient grievances and complaints that are not resolved at the local VA or THP level.

## **8. GENERAL PROVISIONS**

**8.1. Veteran's Choice of Provider.** Nothing in this Agreement affects the right of AI/AN Eligible Veterans to choose whether they receive health care services in VA or THP facilities.

### **8.2. Privacy Standards.**

**8.2.1. Generally.** VA and THP will comply with all applicable Federal laws and regulations regarding the confidentiality of health information.

**8.2.2. THP Records.** Medical, health and billing records of THP patients are subject to some or all of the following laws: the Privacy Act, 5 U.S.C. § 552a; the Freedom of Information Act, 5 U.S.C. § 552; the Drug Abuse Prevention, Treatment, and Rehabilitation Act, 21 U.S.C. § 1101, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act, 42 U.S.C. § 4541, the Administrative Simplification requirements of HIPAA, 45 C.F.R. Parts 160 and 164; Confidentiality of Medical Quality Assurance Records, 25 U.S.C. § 1675, the Patient Safety and Quality Improvement Act of 2005, and Federal regulations promulgated to implement those acts. Pursuant to the Indian Self-Determination and Education Assistance Act, as amended, THP's patient records may not be considered Federal records for the purposes of chapter 5 of title 5 of the United States Code (including the Privacy Act and the Freedom of Information Act) or may be considered Federal records for only limited purposes under those provisions.

**8.2.3. VA Records.** Records of VA payment for direct care services are subject to some or all of the following laws: the Privacy Act, 5 U.S.C. § 552a; the Freedom of Information Act, 5 U.S.C. § 552; Confidentiality of Certain Medical Records, 38 U.S.C. § 7332; Confidential Nature of Claims, 38 U.S.C. § 5701; the Administrative Simplification requirements of HIPAA, 45 C.F.R. Parts 160 and 164; Medical Quality Assurance Records Confidentiality, 38 U.S.C. § 5705; the Patient Safety and Quality Improvement Act of 2005, and Federal regulations promulgated to implement those acts. All requirements of HIPAA will be met before there is any sharing of identifiable patient information.

**8.2.4. Exchange of Medical Records.** THP shall provide VA copies of medical records to support the claims submitted for reimbursement upon request from VA. The request from VA for medical records to support the claims does not need to be in writing and can be made verbally or through other agreed upon means. Copies of medical records exchanged under the Agreement shall belong to the recipient party,

which will bear responsibility for information security and breach response with regard to those records.

**8.3. Medical Malpractice.** THP has medical malpractice insurance under the Federal Tort Claims Act (“FTCA”) and, possibly other professional liability coverage that covers direct care services provided under this Agreement. VA will bear no responsibility for claims arising from health care provided to a Veteran under this Agreement. If VA receives a medical malpractice claim directly from a Veteran that primarily involves medical care rendered by THP, VA will promptly notify THP. Where VA is identified as an involved party in a claim submitted to THP, THP will provide a copy of the claim and documents effecting resolution or disposition of the claim to the VA Office of the General Counsel (021B), 810 Vermont Avenue, NW, Washington DC 20420.

**8.4. Rights of Veterans.** Nothing in this Agreement restricts the right(s) of a Veteran to challenge or dispute, pursuant to Federal law or regulation, an eligibility determination made by VA.

## **9. DISPUTES.**

**9.1.** The Parties shall utilize all reasonable efforts to resolve any dispute at the lowest administrative level possible. In the event that either Party determines that further efforts are not conducive to resolving a dispute, the dispute shall be presented to the VA Contracting Officer for consideration; the VA Contracting Officer shall furnish a written reply on the dispute or claim to the THP within 90 days. The THP shall comply with any decision of the VA Contracting Officer pending final resolution of the matter.

**9.2.** In the event the Parties cannot amicably resolve the matter upon the decision of the VA Contracting Officer, a dispute or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by mediation. The neutral mediator shall be assigned from the Administrative Judges of the U.S. Civilian Board of Contract Appeals, with each Party bearing an equal share of any cost. The U.S. Civilian Board of Contract Appeals may furnish a neutral at no cost.

**9.3.** Any claim by the either Party against the other must be presented no later than 1 year after the effective date of cancellation or final expiration of this Agreement otherwise the party forfeits its right(s) to relief.

**10. SURVIVAL OF TERMS.** The rights and obligations of the parties under Paragraphs 6 (eligibility and reimbursement), 8.2 (privacy standards), 8.3 (medical malpractice), and 9 (disputes) shall survive expiration or cancellation of this Agreement. All other rights and obligations arising solely from this Agreement shall cease upon expiration or cancellation of the Agreement, provided expiration or cancellation of the Agreement shall have no effect on statutory rights or responsibilities of the parties.

**11. EFFECTIVE DATE, TERM, TERMINATION, AND AMENDMENT.**

**11.1. Effective Date.** This Agreement shall become effective upon the date when signed by all parties. The only official authorized to legally bind VA is the VA Contracting Officer. The only official authorized to legal bind THP to this agreement is through a Three Affiliated Tribes' resolution, which designates the official contact person and grants signature authority to a specific individual on behalf of the Three Affiliated Tribes.

**11.2. Term.** This Agreement shall remain in effect for a term of one year from the effective date with the option to extend for additional years in one year increments not to exceed five years with the mutual written agreement of the parties.

**11.3. Amendment.** Except for Cancellation, this Agreement may be revised or amended only by mutual written agreement signed by the signatories (or their authorized representatives) to this Agreement.

**11.4. Cancellation.** Either party may cancel this Agreement at any time by providing a 60 day written notice of the intent to cancel the Agreement to the signatories (or their authorized representatives). Cancellation shall take effect at the end of the 60 day period established by the written notice.

**12. SIGNATURE BLOCKS.**

\_\_\_\_\_  
**Kathy Eagle** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Chief Executive Officer**  
**Elbowoods Memorial Health Center**  
**Three Affiliated Tribes**  
**(As authorized by TAT Resolution No. \_\_\_\_\_)**

\_\_\_\_\_  
**Department of Veterans Affairs** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Contracting Officer**  
**VISN XX Network Contracting**