

Sovereign Nation Agreement Changes

Summary of Changes to Schedule 1 Scope of Work for Behavioral Health Services

1. Definitions Section	
Add multiple definitions not originally included.	<p>“A19-1A Invoice Voucher” or “A19”</p> <p>“Allowable Costs”</p> <p>“Authorized Representative”</p> <p>“Business Days”</p> <p>“Agreement Manager”</p> <p>“Data”</p> <p>Adjustment to “Monitor” and “Monitoring” to simplify language</p> <p>“Risk Assessment”</p> <p>“Service Level Agreement” or “SLA”</p> <p>“Service Level Agreement Manager” or “SLA Manager”</p> <p>“Single Audit Report”</p> <p>“Subcontractor”</p> <p>“Subrecipient”</p> <p>“Sovereign Nation Agreement”</p>
2. General Terms and Conditions	
2.1 Authority	Minor language changes.
2.2 Entire Agreement	Entire Agreement language separated from the Authority section and heading added.
2.4 Term and adding Service Level Agreement Terms	<p>*REMOVED: several references to “entire agreement” &/or “both parties agree” because:</p> <ul style="list-style-type: none"> - Tribal Agreement definition outlines the content included in the “Agreement”. - Both parties have signed the document signifying their acceptance of the agreement, calling that out sporadically throughout the document confuses that overarching acceptance.
2.5 Service Level Agreements	Adding new section regarding service level agreements to clarify the INA structure to clarify the SLA structure that includes umbrella GTCs with multiple projects called service level agreements.

2.6 Annual Tribal Plan	Tribal Plan language moved from the Schedule 1 to the GTCs to align one Tribal plan from each SLA. Each SLA will indicate if a plan is needed, and the Tribe will update the overarching plan using the plan template from the SLA Agreement (program) manager.
2.8 Assignment	Modified the assignment language.
2.9 Payment Options	Added list of payment options, including advance payment and cost reimbursement from the Schedule 1 Scope of Work and added a third option which is available within some SLA projects – lump sum payment option. Each SLA will outline the payment option and applicable requirements for that particular SLA.
2.10 Invoice and Payment	Inserted template language for the Invoice and Payment process for HCA.
2.11 Changes Due to Funding	Updated heading name from SLA Renegotiation, Suspension, or Termination Due to Change in Funding and removed duplicate content. Remaining Termination sections seem to be more in favor of the Tribes.
2.14 Agreement Management	Added new section to share more on the SNA GTC agreement management versus SLA management.
2.15 Culturally Relevant Services	Opening line removed - unnecessary restriction to SOW consideration.
2.16 Disputes and Conflict Resolution	Heading reordered - a Dispute would come first, then Conflict Resolution would be required. - Edits to simplify language. TNA already notes the “Agreement” includes all SLAs, amendments, etc.
2.17 Governing Law	Language added to establish a location for any necessary judicial action.
2.20 Insurance	Revised to remove reference to insurance language in the SLAs. Removed sentence that HCA will recommend insurance coverage. This is not a typical function of HCA and do not feel it is necessary for our work with Tribes.
2.21 Legal Notice	Option for delivery via email added. Same info, reformatted to align w/HCA templates. Subsection A below - Pulled from 2.12, Agreement Management, above. Language adjusted to align with the language already included in this Legal Notice section.
2.22 Monitoring	- Unnecessary first line removed: “The Indian Nation and HCA agree as follows:” - Not necessary to include the chapter title. None of the other RCW references in the document include the chapter title.
2.22.4 Monitoring	Tribal Funding Remedies and Underspending added modeled from the DSHS Consolidated Contract.
2.22.5 Risk assessment	Includes the risk assessment process negotiated in 2023 which impacts monitoring practices as monitoring practices are based on level of risk.
2.24 Operation and Order of Precedence.	Updated pulled from similar IAA & modified for TNA - 1) removes redundant info (Entire Agreement language) and 2) clarifies the order of precedence for SLAs.

2.25 Ownership of Materials	Clarifies that federal laws and grants may require HCA or the federal government to have ownership of materials if this is outlined in grant requirements.
2.26 Public Disclosure	Duplicate language added - Pulled from Compliance Testing language but seemed helpful to acknowledge its connection here.
2.28 Responsibilities of the HCA	Removed/Duplicative - Nearly identical to “Notification of Funding” section. - “Notification of Funding” section updated to reflect the more refined language here.
2.31 Subcontracting	Language added to address federal requirements Mutual language removed - Not applicable, HCA wouldn’t be providing any services that could/would be subcontracted by HCA.
2.33 Survivability	Establishes reasonable survivability of Agreement/SLA terms and conditions which “by their sense and context are intended to survive”.
2.34 SLA Termination for Cancellation or Retrocession	- SLA added, section is specific to SLAs - Details added to the notification process. - Cancellation removed, this section speaks to termination for retrocession, returning administrative responsibility to HCA/the State, not cancellation. - “and will provide HCA” removed
Attachments	Attachments edited from INA
Attachments 1: Federal Compliance, Certifications, and Assurances	Added new language from SAM.gov required passthrough language for Subrecipients.
SLA Template	Added a template for all program managers to use to align with initial INA Schedule 1 Scope of Work for BH Services to streamline amongst programs Service Level Agreements.