MEMORANDUM OF AGREEMENT
BETWEEN
THE EASTERN BAND OF CHEROKEE INDIANS
AND

The Eastern Band of Cherokee Indians (hereinafter referred to as “Tribe”) and the North Carolina Division of Public Health, Department of Health and Human Services (hereinafter referred to as “Division”), the Jackson County Department of Public Health, the Swain County Health Department, the Graham County Health Department, the Cherokee County Health Department, and the Haywood County Health and Human Services Agency (hereinafter collectively referred to as “Counties”) each (hereinafter collectively referred to as “Parties”) desire to enter into this Memorandum of Agreement (hereinafter referred to as “Agreement”) to protect the health and safety of members of the Tribe and Indian and non-Indian employees, residents, visitors, guests and other people on the land within the boundaries of the Cherokee Indian Reservation and Cherokee Tribal Trust Lands collectively, as those lands may be added to or subtracted from, from time to time (hereinafter referred to as “Tribal Lands”), (hereinafter collectively referred to as “People on Tribal Lands”);

RECOGNIZING that the Tribe is a federally-recognized Indian tribe enjoying a government-to-government relationship with the United States of America and the State of North Carolina and retaining certain inherent sovereign powers and authority; and

RECOGNIZING that the Division and the Counties are agencies and instrumentalities of the State of North Carolina under the laws of the State of North Carolina; and

RECOGNIZING that the State of North Carolina, through the Division and the Counties, has lawful authority to apply and enforce the health and sanitation laws of the State of North Carolina on Tribal Lands with consent of the Tribe’s governing body, under authority of 25 U.S.C §231; and

RECOGNIZING that the Tribe has consented for the State of North Carolina to apply and enforce state health and sanitation laws on Tribal Lands under authority of Cherokee Code § 130-1; and

RECOGNIZING that communicable disease, environmental hazard, disease or contamination caused by natural disaster, or chemical, biological, radiological, nuclear, or explosive incident (hereinafter referred to as “Disease or Contamination Incident”) occurs across jurisdictional
boundaries, and can affect the health and safety of **People on Tribal Lands** as well as the region; and

WHEREAS, a Disease or Contamination Incident may require epidemiological investigation to determine the cause of health hazards, and may require implementation of control measures to prevent the spread of disease, to maintain healthful sanitation, or to contain chemical, biologic, radiological, nuclear, or explosive incidents or hazards to human health; and

WHEREAS, all North Carolina county and district Health Departments and Public Health Authorities are responsible to undertake such Disease and Contamination Incident epidemiological investigation and implementation of control measures for their respective counties pursuant to North Carolina Administrative Code (NCAC) 130A; and

WHEREAS, the **Tribe** has a comprehensive health system that includes the Public Health and Human Services Division and the Cherokee Indian Hospital Authority, and this health system has limited capacity to assist **Division** and **Counties** with certain public health functions; and

WHEREAS, in order to further collaboration between the **Tribe**, the **Division**, and the **Counties** in order to protect the health and safety of all **People on Tribal Lands**, the **Parties** HAVE AGREED AS FOLLOWS:

**ARTICLE 1**

The objective of cooperation under this Memorandum of Agreement is to establish, for the mutual benefit of the **Parties** and the general public, an **Agreement** and procedures which will provide for the application and enforcement of certain health laws and inspections within **Tribal Lands** by authorized officials of the State of North Carolina and the **Counties**.

**ARTICLE 2**

A. Pursuant to this **Agreement**, and in accordance with Chapter 130A Public Health and Chapter 150B of the North Carolina General Statutes (NCGS), the **Division** and **Counties** shall provide the following Environmental Health services for the **Tribe**:

1. Perform all sanitation inspections of adult day service facilities, bed and breakfast homes, bed and breakfast inns, child care facilities, food service establishments, institutions, local confinement facilities, lodging facilities, primitive experience camps, public swimming pools, residential care facilities, schools, summer camps and tattoo artists on **Tribal Lands** in the same manner and to the same extent as they perform or conduct such inspections on other lands within the State of North Carolina; and
2. Collect the fees, if any authorized by North Carolina statute for performing such inspection services by submitting statements for such inspection services to the Tribe, itemizing each business establishment or entry so inspected; and

3. Enforce the standards established by North Carolina statute or regulation in all inspections performed on Tribal Lands as authorized above, by reporting all violations or failure to satisfy such standards to the Tribe through the Environmental Health and Safety Manager; and

4. Assist officials of the Tribe by providing recommended corrective action steps to be taken by environmental health violators; and

5. Reserve the right to post and remove grade cards, with appeals concerning the removal of grade cards to be made in accordance with Chapter 150B of the NCGS; and

6. Assist officials of the Tribe in the enforcement of violations determined through the above authorized inspections by appearing and testifying in such administrative or court proceedings as may be required for the Tribe to enforce standards; and

7. Administer embargo authority concerning food and drink as described within NCGS §130A-21; and

8. Enforce Mass Gathering requirements established by North Carolina statute and regulation.

B. Pursuant to this Agreement, the Division and Counties shall provide the following Communicable Disease services for the Tribe:

1. With the assistance of the Tribe’s Public Health and Human Services Division as directed in The Cherokee Code Chapter 130, implement and direct the following:
   a. Surveillance and case investigation of communicable disease cases and outbreaks
   b. Training and technical assistance; and

2. Conduct all case investigations and report notifiable diseases in People on Tribal Lands in a timely manner to the North Carolina Division of Public Health as required by 10A NCAC 41A.0101-0104 and NCGS §130A-134 through §130A-143 and to the
Parties as applicable in the same manner and to the same extent as they perform or conduct such services on other lands within the State of North Carolina; and

3. Implement and direct control measures, including isolation and quarantine, in accordance with the Division’s and Counties’ statutory responsibilities as required by 10A NCAC 41A.0201-.0303 and NCGS §130A-144 through §130A-147, and with the assistance and by invitation of the Deputy Health Officer of the Tribe’s Public Health and Human Services Division as directed in The Cherokee Code Chapter 130; and

4. Maintain communicable disease records of People on Tribal Lands in accordance with legal requirements for confidentiality, including, but not limited to, records containing privileged patient information protected under 45 Code of Federal Regulations (CFR) Parts 160 and 164 (Health Insurance Portability and Accountability Act – HIPAA). Communicable disease records include outbreak investigation records, communicable disease reporting forms, and disease investigation (surveillance) forms.

C. Pursuant to this Agreement, the Tribe shall provide the following Environmental Health and Communicable Disease services for People on Tribal Lands:

1. Adopt and enact ordinances which shall authorize standards and inspection procedures for prepared foods and public swimming pools which are substantially the same as those enacted and enforced by the State of North Carolina; and

2. All businesses that provide prepared food services and public swimming pools shall be subject to required state- or county-imposed fees and shall comply with all requirements therefrom; and

3. Adopt and enact ordinances which shall authorize enforcement procedures by the Tribe, both by administration and through the Cherokee Court, for civil violations of such authorized inspections, which enforcement procedures shall include authority to close the operation of business entities which fail to comply with the applicable standards; and

4. Delegate to the Division and Counties the authority to inspect the facilities named in Article 2, Number 1 of this Agreement; and
5. Assist the **Division** and **Counties** in fulfilling their statutory public health responsibilities, including but not limited to:

   a. Assistance with communicable disease and outbreak investigation and surveillance where they involve **People on Tribal Lands**; and

   b. Implementation and direction of control measures in **Tribal Lands**, including isolation and quarantine; and

   c. Reporting of notifiable diseases in **People on Tribal Lands** to the relevant local Public Health Department in a timely manner; and

6. Maintain communicable disease records of **People on Tribal Lands** in accordance with legal requirements for confidentiality, including, but not limited to, records containing privileged patient information protected under 45 Code of Federal Regulations (CFR) Parts 160 and 164 (Health Insurance Portability and Accountability Act – HIPAA). Communicable disease records include outbreak investigation records, communicable disease reporting forms, and disease investigation (surveillance) forms; and

7. The Eastern Band of Cherokee Indians Tribal Animal Control Department shall regulate the ownership, possession, treatment, and disposal of animals, and rabies vaccination and control within the territorial jurisdiction of Tribal Lands as outlined in The Cherokee Code, Chapter 19.

8. Nothing in this **Agreement** shall prohibit the **Tribe** from its obligation to report potential human rabies exposure events immediately to the relevant local Health Department and/or to the **Division** on-call epidemiologist. The **Counties** are assured that all **People on Tribal Lands** will receive the same access to Public Health control measures and post-exposure prophylaxis as any other resident or visitor to North Carolina.

D. Pursuant to this Agreement, the **Tribe, Counties, and Division** agree to implement Preparedness and Response strategies, programs, and activities as follows:

   1. Jointly and collaboratively create and implement Public Health preparedness plans across all hazards; and

   2. Jointly and collaboratively provide training across jurisdictions in Public Health preparedness and response as appropriate; and
3. Jointly and collaboratively organize and share Public Health response resources across jurisdictions as appropriate; and

4. Jointly and collaboratively respond to Public Health related incidents and events, including chemical, biological, radiological, nuclear, and explosive incidents, as they affect the Counties and People on Tribal Lands; and

5. In the event of a Public Health outbreak or emergency that occurs on Tribal Lands, the Tribe will cover all documented costs incurred by the county Health Department(s) beyond the usual and customary costs, including but not limited to actual costs of supplies and per hour wages for county employees including salary, overtime and benefits. Documented costs may be evidenced by written time sheets kept by employees, purchase records or receipts for supplies and other written materials provided by the county Health Department(s). These costs shall be reimbursed by the Tribe to the county Health Department(s) within ninety (90) days following the conclusion of the county Health Department’s(s’) additional work provided due to the Public Health outbreak or emergency; and

6. Jointly and collaboratively engage in Public Health related mitigation activities as appropriate.

ARTICLE 3

A. Cooperation under this Agreement shall be in accordance with the laws and regulations under which each Party operates.

B. All questions arising during the term of this Agreement shall be settled by the Parties by mutual agreement.

C. It is understood that the ability of the Parties to carry out their obligations under this Agreement is subject to the availability of appropriated funds.

D. Verify. To the extent applicable by law, each Party hereto shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if any party hereto utilizes a subcontractor, such party shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

IRAN DIVESTMENT ACT CERTIFICATION. To the extent applicable by law, pursuant to N.C.G.S. 143--6A5(a), each party hereto does hereby truthfully certify at the time of
contracting that in accordance with the Iran Divestment Act the supplier is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A4.

ARTICLE 4

A. This Agreement shall enter into force upon the later date of Signature, and shall continue for a three year period.

B. This Agreement may be amended or extended at any time by written agreement of the Parties, and shall be reviewed by the Parties by ninety (90) days prior to its expiration.

C. This Agreement may be terminated at any time at the discretion of any of the Parties upon ninety (90) days’ notice in writing to the other Parties.

Executed in duplicate originals

FOR THE EASTERN BAND OF CHEROKEE INDIANS

Signature: ________________________________

Name: ________________________________

Title: ________________________________

Date: ________________________________

FOR THE NORTH CAROLINA DIVISION OF PUBLIC HEALTH, DEPARTMENT OF HEALTH AND HUMAN SERVICES

Signature: ________________________________

Name: ________________________________

Title: ________________________________

Date: ________________________________
FOR THE JACKSON COUNTY DEPARTMENT OF PUBLIC HEALTH

Signature: ________________________________

Name: ________________________________

Title: ________________________________

Date: ________________________________

FOR THE SWAIN COUNTY HEALTH DEPARTMENT

Signature: ________________________________

Name: ________________________________

Title: ________________________________

Date: ________________________________

FOR THE GRAHAM COUNTY HEALTH DEPARTMENT

Signature: ________________________________

Name: ________________________________

Title: ________________________________

Date: ________________________________

FOR THE CHEROKEE COUNTY HEALTH DEPARTMENT

Signature: ________________________________

Name: ________________________________
Title: __________________________________________
Date: __________________________________________

FOR THE HAYWOOD COUNTY HEALTH DEPARTMENT

Signature: ______________________________________
Name: __________________________________________
Title: __________________________________________
Date: __________________________________________